



3, 1999, the complaint was served by certified and regular mail to the second address, presumably a residence in South Orange. The certified mail was returned as "unclaimed." The regular mail was not returned. On March 31, 1999, the DEC sent a second letter, by both regular and certified mail to the South Orange address, informing respondent that, if she did not reply within five days, she could be temporarily suspended from the practice of law and this matter would be certified directly to us for the imposition of discipline. The certified mail was returned stamped "unclaimed." The regular mail was not returned.

Further, the Office of Board Counsel gave notice by publication in both the New Jersey Law Journal and the New Jersey Lawyer.

Respondent was admitted to the New Jersey bar in 1984. On April 12, 1999, she was temporarily suspended from the practice of law for failure to satisfy a fee award imposed by the District VB Fee Arbitration Committee. Respondent also received a three-month suspension, effective April 12, 1999, for violations of RPC 1.1(a) (gross neglect), RPC 1.4(a) (failure to communicate), RPC 1.5(b) (failure to provide in writing the basis or rate of a fee), RPC 1.15(d) (failure to maintain required records) and R.1:21-6 (recordkeeping deficiencies), RPC 5.5(a) (practice of law while ineligible), RPC 8.1(b) (failure to respond to lawful demands for information from disciplinary authorities) and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation). In re Robinson, 157 N.J. 631 (1999). That matter also proceeded on a default basis.

According to the complaint, in August 1995 Rosalyn Carter, the grievant, bought an

automobile from Essex Sports Cars ("ESC") for \$22,800 by giving ESC a \$4,000 deposit and financing the balance through First Fidelity Acceptance Corp. ("First Fidelity"). Two weeks after the purchase, ESC notified Carter that there had been a "stop code" on the car and directed her to return it. ESC discovered the "stop code" when they tried to register the car. Carter indicated that ESC offered to reimburse the \$4,000 down payment or to give her a car of equal value. ESC failed to do either. As a result, Carter got in touch with the "Lawyer's Association" and was given the name of respondent. Carter contacted respondent, who agreed to take the case on a contingency basis.

The complaint states that, at some unknown point, respondent filed suit against ESC, also naming First Fidelity as a defendant, demanding the return of the \$4,000 deposit, the loan proceeds and punitive damages, for a total of \$35,000. The attorney for ESC prepared and filed an order with the court that stated,

IT IS hereby on this 1<sup>st</sup> day of April 1996

ORDERED that the defendant Essex Sports Cars, Inc. be permitted to deposit with the Clerk of the Court within thirty days hereof, without prejudice, the sum of \$4,000 reflecting the deposit placed by plaintiff on the vehicle in question, together with sufficient sums to satisfy the loan on the vehicle in question to First Fidelity Acceptance Corporation.

ESC's attorney stated that he had no record of having deposited the \$4,000 with the court. Following the entry of this order, in August 1996, respondent requested that Carter come to her office to sign papers consenting to the release of the \$4,000 deposited with the court by ESC. According to Carter, she signed the release, but was not given a copy because

respondent's copy machine was broken. Carter also stated that she had lost all of her other papers relating to her case. The record is silent as to ESC's failure to deposit the monies with the court or the reason respondent had Carter sign for a release of non-existent funds.

In or about October 1996, First Fidelity filed a motion to dismiss plaintiff's complaint without prejudice for failure to comply with discovery requests. It appears that the motion was unopposed. An order was entered dismissing the complaint without prejudice on October 25, 1996. When respondent failed to file a motion to vacate the order within ninety days, the complaint was dismissed with prejudice on February 21, 1997.

An arbitration hearing was conducted on March 14, 1997 between ESC and First Fidelity, the defendants in the matter. Although the arbitration settlement "resolve[d] all disputes between plaintiff and defendants," Carter was not a signatory on the document. The defendants settled the case for \$17,318.03.

On April 18, 1997, ESC and First Fidelity entered into a stipulation of dismissal with prejudice, which was filed with the court on May 22, 1997. The stipulation stated that the action had been settled and was dismissed with prejudice and without costs against either party. Notwithstanding the fact that the stipulation indicated that the matter had been settled between the "parties," Carter, the plaintiff, was not a party to the stipulation.

Carter did not receive any information on her suit, following her meeting with respondent, in August 1996, to sign the release. Moreover, she did not receive any interrogatories to execute and, as of the date the DEC complaint was filed, had not received

her \$4,000 deposit or a car of equal value to the one she had returned.

On April 22, 1998, the DEC sent a letter via regular and certified mail to respondent, requesting that she forward a reply to Carter's grievance. The letter was sent to an address in West Orange, New Jersey. Both letters were returned. Thereafter, on May 22, 1998, the DEC re-sent the letter to an address in South Orange, New Jersey by both regular and certified mail. Both letters were returned with the notation "Address Unknown" and with a new address in South Orange. The DEC attempted to contact respondent at this new address by both regular and certified mail. Both letters were returned as "unclaimed." Finally, in June 1998, the DEC obtained respondent's last known address from the postmaster. The letter was again sent regular and certified mail to 50 Union Avenue, West Orange, New Jersey. The certified mail was returned as "unclaimed;" the regular mail was not returned. Respondent failed to reply to the grievance.

The complaint charged respondent with violations of RPC 1.1(a) (gross neglect), RPC 1.3 (lack of diligence), RPC 1.4 (failure to communicate) and RPC 8.1 (b) (failure to respond to a lawful demand for information from a disciplinary authority).

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Service of process was proper in this matter. Following a review of the complaint, we found that the facts recited therein support a finding of unethical conduct. Because

respondent failed to file an answer, the allegations of the complaint are deemed admitted.

R. 1:20-4(f)(1).

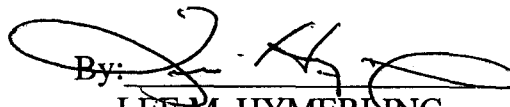
Respondent's failure to take any action after filing the initial lawsuit, including the failure to answer interrogatories, failure to oppose a motion to dismiss the complaint, failure to vacate the order of dismissal and failure to make any attempts to obtain the return of Ms. Carter's \$4,000 deposit, constitutes violations of RPC 1.1(a) and RPC 1.3. Respondent's failure to have any contact with Carter after she signed the release violated RPC 1.4(a). Her failure to answer either the grievance or the ethics complaint constitutes violations of RPC 8.1(b). In sum, respondent's conduct violated RPC 1.1(a), RPC 1.3, RPC 1.4 and RPC 8.1(b).

This leaves only the issue of appropriate discipline. Normally, a three-month suspension is sufficient discipline for similar combinations of violations, where the matter has proceeded as a default. See, e.g., In re Banas, 157 N.J. 18 (1999) (three-month suspension for gross neglect, lack of diligence, failure to communicate with client, failure to reduce fee agreement to writing and failure to cooperate with disciplinary authorities); In re Gorman, 156 N.J. 435 (1998) (three-month suspension for gross neglect, pattern of neglect, lack of diligence, failure to communicate and failure to cooperate with disciplinary authorities) and In re King, 152 N.J. 380 (1998) (three-month suspension for gross neglect, pattern of neglect, lack of diligence, failure to communicate and failure to cooperate with disciplinary authorities).

Here, respondent was recently suspended for three months for similar violations. That earlier matter was also before us as a default. Therefore, we determined that enhanced discipline is required, and we voted unanimously for a six-month suspension.

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

Dated: 2/22/00

By: 

LEE M. HYMERLING  
Chair  
Disciplinary Review Board

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**SUPREME COURT OF NEW JERSEY**

**DISCIPLINARY REVIEW BOARD  
VOTING RECORD**

**In the Matter of Joanne E. Robinson  
Docket No. DRB 99-165**

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**Decided: February 22, 2000**

**Disposition: Six-Month Suspension**

Members	Disbar	Six-Month Suspension	Reprimand	Admonition	Dismiss	Disqualified	Did not Participate
Hyerling		x					
Cole		x					
Brody		x					
Boylan		x					
Lolla		x					
Maudsley		x					
Peterson		x					
Schwartz		x					
Wissinger		x					
<b>Total:</b>		9					

By Robyn M. Hill 3/30/00  
Robyn M. Hill  
Chief Counsel