SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 09-194
District Docket No. XIV-2008-0280E

IN THE MATTER OF	
JARED LANS	
AN ATTORNEY AT LAW	

Decision

Argued: September 17, 2009

Decided: November 24, 2009

Melissa Czartoryski appeared on behalf of the Office of Attorney Ethics.

Scott Pierkarsky appeared on behalf of respondent.

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

This matter was before us on a recommendation for discipline (censure) filed by the District IIA Ethics Committee ("DEC"). The complaint charged respondent with having violated RPC 1.15(b) (failure to notify a third person of the receipt of funds in which the third party has an interest) and RPC 4.1 (a)(2) (failure to disclose a material fact to a third person

when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client).[1] The charges arose out of respondent's representation of a client in connection with a judgment obtained against a debtor of the client. In the course of the representation, respondent improperly disbursed funds to his client, rather than to the assignee of the client's rights to the debt that had been reduced to a judgment.

The OAE recommends a censure. For the reasons expressed below, we determine to impose a three-month suspension.

Respondent was admitted to the New Jersey bar in 1987. He has no ethics history. A sole practitioner since 1993, he concentrates in commercial practice, both transactional and litigation.

The facts, which are undisputed, were culled from the formal ethics complaint. In his answer and at the DEC hearing, respondent admitted all the allegations of the complaint. Although he requested a "mitigation hearing" only, he provided some testimony about the events that led to this disciplinary matter against him.

During the relevant period, 1996-1997, respondent represented Daniel Provenzano, who was involved in various

[1] Although the complaint does not cite a specific paragraph of RPC 4.1, at the start of the DEC hearing the OAE presenter clarified that the applicable paragraph is (a)(2).

printing and publishing businesses, including Advice, Inc. ("Advice") and Advice Worldwide, LLC ("Worldwide"). During 1996-1997, Joseph Valenzano, the publisher of a magazine known as *Exceptional Parent*, was engaged in negotiations toward the purchase of *Mothering Magazine* from Peg O'Mara, who lived in New Mexico.

In 1996, Valenzano, who had previously utilized Provenzano's services to print his magazine, introduced O'Mara to Provenzano. O'Mara was looking for a printer to print the next issue of her magazine on a credit basis, inasmuch as her business was experiencing financial difficulties. Based on Valenzano's assurances that he would guarantee payment for his services, Provenzano agreed to print O'Mara's magazine on credit.

When O'Mara did not pay the printing bill, respondent, acting on behalf of Provenzano's business (Advice), obtained a New Jersey judgment against O'Mara, in October 1996, in the amount of $143,000. In January 1997, respondent sought to domesticate the New Jersey judgment in New Mexico, where O'Mara resided. Local counsel was retained to accomplish that purpose.

In late February 1997, Advice transferred its assets to Advice Worldwide, a newly formed entity, in return for a one-third interest in Worldwide. Respondent represented Advice in this

transaction. The transfer of assets included the assignment of certain accounts receivable and the assumption of certain accounts payable. Included in the receivables was O'Mara's/*Mothering*'s debt to Provenzano/Advice. The Affidavit of Ownership that respondent prepared and that Provenzano signed as president for Advice stated as follows:

> The Sellers [Advice] are . . . the owners of the property, assets and described in this Bill of Sale. The Sellers are in sole possession of the property, assets and rights. No other persons have any legal rights or security interest in this property, except as specifically disclosed herein.
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> [CEx.A.][2]

A few days after the transfer of Advice's assets to Worldwide, on March 1, 1997, Advice assigned to Valenzano its rights to the judgment against *Mothering*. Valenzano was unaware of Advice's contribution of assets to Worldwide, which included the *Mothering* judgment.

Valenzano prepared the assignment agreement, which respondent reviewed on behalf of Advice. The agreement provided for Valenzano's payment of $120,000 either to or on behalf of Advice, as a "significant partial fulfillment of the total amount due [Advice]." The $120,000 payment was to be made in the following manner: $10,500 to Advice, $39,735 to Greenfield Press

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[2] C denotes the formal ethics complaint.

for the printing of *Mothering Magazine*, and $69,765 "against the outstanding indebtedness owed by Mothering to Advice, Inc." The $69,000 payment to Advice was made through respondent's trust account.

The assignment agreement further provided:

> Advice, Inc. in recognition of Mr. Valenzano's support and commitment agrees to continue to pursue the legal avenues available to it to effect full collection of this outstanding indebtedness. Advice further agrees that it will not, without the prior consent of Mr. Valenzano or his legal heirs, successors or assigns, agree to any settlement that results in less than the amount advanced by Mr. Valenzano. Advice further agrees that Mr. Valenzano will be a party to any settlement discussions and Advice will, at all times, use its best judgment to effect the greatest possible settlement against the outstanding indebtedness, keeping Mr. Valenzano informed at all times.
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> [CEx.C¶3.]

About one month later, Provenzano learned that Valenzano had paid only $26,000 toward the $39,000 debt to Greenfield Press. According to respondent, Valenzano had "doctored" the amount of the check to make it look like $39,764.60, rather than $26,459. At Provenzano's instruction, respondent stopped communicating with Valenzano.

In the interim, efforts to domesticate the New Jersey judgment in New Mexico continued. Respondent assisted local counsel in those

efforts, including obtaining certifications from New Jersey individuals as to O'Mara's substantial contacts with New Jersey. One of those individuals was Valenzano, who, in a certification, detailed his several meetings with O'Mara in New Jersey.

In April 1997, O'Mara/*Mothering* entered into a Settlement and Compromise Agreement and Security Agreement with Advice, whereby O'Mara/*Mothering* agreed to satisfy the judgment by way of installment payments to Advice. The first payment was to be made through respondent's trust account; the remaining payments were to be sent directly to Advice. Respondent represented Advice/Provenzano in connection with this agreement.

At some point, respondent received a payment on behalf of Advice, deposited it in his trust account, and disbursed it in accordance with Provenzano's instructions. Because Provenzano had directed respondent not to communicate with Valenzano, respondent did not notify Valenzano of the settlement and of his receipt of funds, despite knowing that Valenzano had a claim against the payments.

At the ethics hearing, respondent acknowledged that he should have disclosed the settlement to Valenzano:

> [E]ven though [Valenzano] did this thing with the fraudulent playing around with these checks and the numbers of how much he may or may not have paid Greenfield, he definitely paid some money to Advice that he was entitled to receive back, and so this —

> I, you know, acknowledge that he had a right, he was a third party, they had a right to, at least, a claim to the money, and I didn't advise him, and that's what I did wrong.
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> [T31-5 to 13.][3]

According to the complaint, "[w]ithin weeks of each other, respondent represented his client Provenzano in three separate transactions purporting to transfer or affect the same interests, i.e., the debt/receivable owed by O'Mara/*Mothering*. Following Provenzano's instructions, respondent did not reveal these transactions to either Valenzano or O'Mara."

Over the next few months, Valenzano attempted to reach respondent to determine the status of the collection efforts against *Mothering*. Respondent either did not reply to those attempts or, when he did, failed to disclose the settlement with *Mothering* and its payments toward the satisfaction of the judgment.

Title to the receivable remained a matter of dispute for months. Indeed, in a letter dated October 28, 1997, O'Mara's New Mexico attorney, Robert Jacobvitz, indicated that Valenzano's attorney had just informed him of the assignment of the judgment to Valenzano and that Valenzano was claiming his entitlement to any monies already paid by O'Mara/*Mothering*. Jacobvitz complained that O'Mara and *Mothering* had been "caught in the

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[3] T denotes the transcript of the DEC hearing on March 3, 2009.

crossfire of disputes between others." Specifically, Valenzano, Advice/Provenzano, Worldwide, and the New Mexico law firm that represented Advice/Provenzano in the domestication of the New Jersey judgment all claimed entitlement to payments made or to be made under the settlement agreement between O'Mara/*Mothering* and Advice/Provenzano.

The complaint alleges that respondent "contributed to this controversy through his representation of Provenzano in these matters in drafting various agreements, adhering to his client's instructions and failing to reveal other transactions to other parties." The complaint also alleges that

> [d]espite knowing that others lay claim to the same receivable, respondent nevertheless followed his client Provenzano's instructions and released funds received by respondent to Provenzano and also directed payments be made directly to Provenzano, knowing these amounts were paid pursuant to the contested agreement(s), remained in controversy and his client may not have been entitled to receive them. Respondent failed to notify others laying claim to these funds that same had been received. As such, respondent violated *RPC 4.1* and *1.15(b)*.
>
> [C¶19.]

According to the complaint, "[c]ivil litigation arising from these transactions, commenced by Valenzano, was settled in 2001." Respondent contributed $52,500 of his own funds to the $105,000 settlement.

The presenter told the hearing panel that, in 2002, respondent was indicted by a State Grand Jury for second degree conspiracy to commit theft by deception and theft by deception. He was admitted into the Pre-Trial Intervention Program ("PTI"), without pleading guilty to any charges. After he successfully completed the PTI program, the charges were dismissed.

As noted above, both in his answer and at the DEC hearing, respondent admitted the allegations of the complaint. In his answer, respondent offered the following mitigating factors:

> 1. Respondent has fully cooperated to the fullest extent with the Complainant's [the OAE] investigation.
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> 2. The underlying civil case was settled years ago with substantial personal funds of Respondent paid to the grievant. Grievant has been made whole.
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> 3. Respondent did not personally profit or gain from the underlying transaction.
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> 4. Grievant [Valenzano] was not completely innocent.
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> 5. Grievant is not actively pursuing this matter.
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> 6. Respondent has suffered personal family hardship due to an ill child.[4]
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> 7. The allegations complained of occurred more than 11 years ago.

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[4] Respondent testified that his fourteen-year-old daughter has a rare, chronic liver disease that was diagnosed "last two Decembers ago."

8. Respondent has had no other ethics matters, past or present.

9. Respondent is involved in significant charitable works in the community.

10. Respondent has never been disciplined.

11. Respondent has acknowledged Grievants [sic] complaint.

12. Respondent has offered contrition and remorse.

13. Substantial time has passed since the complained of acts.

14. Respondent has already been substantially penalized.

As to some of the mitigation, respondent testified (1) that he had brought this matter to the attention of the OAE (on cross-examination, however, he acknowledged that, as either a condition or a part of PTI, he was obligated to report his conduct to the disciplinary authorities); (2) that he derived no personal benefit from the underlying transactions, other than his legal fee; (3) that his fourteen-year old daughter was diagnosed with a chronic, rare liver disease in December 2007; (4) that this is the only blemish in his disciplinary record; (5) that he has been involved in charitable work (president of a child care center primarily for underprivileged children) and community work (director of athletics in his town); and (6) that Valenzano has been made whole by the [2001] settlement.

Respondent told the hearing panel that he was sorry for his actions, that he should have advised Valenzano to be represented by counsel, and that he should have disclosed the Advice/*Mothering* settlement to Valenzano:

> I will say that, you know, this is the only time that any kind of incident like this has ever — or any ethics issue has ever been presented to me, but — I was relatively young, new practice, and I guess I wasn't as careful as I -- now I realize that, like I said before, the one thing that I really should have done was send a letter [to Valenzano] saying, Get your own counsel or sign this waiver that you've had the opportunity to, and I wish that I had done that, and I didn't. I think that would have made a world of difference, and in terms of direct ethics violation, I think I should have advised him when the settlement occurred in New Mexico, and that is, you know, I acknowledge that was something I should have done and didn't do.
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> [T39-1 to 15.]

At the closing of the ethics hearing, the presenter gave the hearing panel and respondent's counsel a copy of two unidentified disciplinary cases that, presumably, support the OAE's position that either a reprimand or a censure was appropriate in this matter. The cases are not in the record.

Noting that respondent had admitted the allegations of the complaint, the DEC determined that his conduct was not

> an isolated act but was a pattern of action that violated both RPC 4.1 and RPC 1.15(b). Respondent should have disclosed to

> O'Mara/Mothering in the course of the negotiations that he was actually negotiating on behalf of a party other than Advice and that he was not authorized to negotiate a settlement of the claim on behalf of the actual assignee, Valenzano. Similarly, he should have disclosed to Valenzano any discussions that he had with O'Mara/Mothering with regard to the settlement of the obligation as he was aware of the assignment of the obligations by Advice to Valenzano. Based upon his experience and practice as an attorney at law involved in commercial litigation, Respondent was aware that the assignment of the claim to Valenzano, at the very least, afforded Valenzano a claim to any funds that were received on account of the settlement of the judgment obligation, notwithstanding that Valenzano had himself engaged in fraudulent conduct and had failed to perform all of his obligations in connection with his own agreement with Advice. Over the course of several months, Respondent continued to receive payments as part of the settlement and continued to remit monies to Provenzano/Advice that he knew were the subject of a claim by Valenzano.
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> [HPR¶15.][5]

In mitigation, the DEC considered that respondent used his own funds to pay a portion of the settlement of Valenzano's claim, his lack of a disciplinary history, his involvement in community activities, and the absence of personal gain from the transactions. The DEC remarked, however, that "the mitigating factors, although established, do not justify or excuse the

[5] HPR denotes the hearing panel report.

conduct of the Respondent that is the basis of the violations admitted." As indicated above, the DEC recommended a censure.

Following our independent, de novo review of the record, we find that the DEC's conclusion that respondent's conduct was unethical was fully supported by clear and convincing evidence.

Admittedly, respondent's improper role in the transactions that led to his ethics troubles helped to unleash a series of claims by a number of parties, all of whom asserted a right to the same asset, the O'Mara/*Mothering* judgment.

In late February 1997, respondent represented Advice in the transfer of its assets (including the $143,000 O'Mara/*Mothering* judgment) to Worldwide, in exchange for Advice's acquisition of a one-third interest in Worldwide. A few days later, in March 1997, respondent represented Advice in reviewing an agreement prepared by Valenzano for the assignment of Advice's rights in the judgment to Valenzano. It was at this juncture that respondent began to assist Provenzano in a series of fraudulent activities that ultimately spawned a multitude of competing claims to the judgment.

Indeed, respondent knew that Advice no longer had any rights to the judgment, which had been assigned to Worldwide. Yet, he allowed the Advice/Valenzano assignment to proceed, never disclosing to Valenzano the critical fact that Worldwide

was the new judgment-creditor and that, as a result, Valenzano was acquiring no corresponding rights to the financial obligations that he was assuming under the agreement with Advice. Knowing that his client was engaging in a fraudulent transaction, respondent never disclosed it to the other, unsuspecting party.

Later, when, in fulfillment of his obligations under the assignment agreement, Valenzano gave $69,000 to Advice, respondent willingly acted as the conduit for his client's receipt of a sizable sum to which his client had no entitlement. As noted earlier, the agreement between Advice and Valenzano called for Valenzano's payment of $69,000 through respondent's trust account. Here, too, respondent assisted his client in the commission of a fraud.

Respondent's improprieties continued. One month later, in April 1997, he represented Advice in an agreement with O'Mara/*Mothering's* attorney for the satisfaction of the judgment in installments. Respondent knew that, legally, Worldwide was the judgment-creditor; equitably, Valenzano was entitled to any payments in satisfaction of the judgment. Yet, respondent not only represented Advice in the settlement agreement with O'Mara/*Mothering* without disclosing to their attorney, Robert Jacobvitz, that Advice/Provenzano no longer had any rights to

the judgment, but subsequently, in October 1997, he collected $37,500 from O'Mara/*Mothering*, deposited those funds in his trust account, and disbursed them in accordance with Provenzano's instructions. Once again, respondent was instrumental in assisting his client in fraudulent conduct.

Respondent's conduct was not an isolated incident. Several times he assisted Provenzano in dealings fraught with dishonesty and deceit: when Advice assigned to Valenzano a judgment that belonged to Worldwide; when, through his trust account, he disbursed $69,000 to Provenzano, who was not entitled to the monies; when he represented Advice in the settlement of a claim to which Advice was no longer entitled and did not disclose to counsel for O'Mara/*Mothering* that Advice/Provenzano had no right to the judgment; and when he received $37,500 in trust, in partial satisfaction of a judgment to which his client had no right and then released those funds according to Provenzano's instructions. That he used his trust account in the scheme compounded his misconduct.

This series of deceitful activities forced several parties to seek an adjudication of their rights. As Jacobvitz pointed out in his letter to several attorneys, including respondent and the lawyer for Valenzano, O'Mara and *Mothering* found themselves "caught in the crossfire of disputes between others." In

addition, Valenzano had to file a lawsuit to resolve his claim to the judgment. That Valenzano may have acted dishonestly in his dealings with Provenzano does not in any way excuse respondent's conduct.

Why respondent agreed to help Provenzano achieve his dishonest purposes is unknown. He offered nothing that would tend to explain, although not condone, his conduct. At times, even lawyers who possess the required moral character will run afoul of the rules because of the exigencies of the moment. Here, there is no indication that respondent was acting under pressure either by any particular circumstance or by Provenzano himself.

The only shade of explanation is found in respondent's statement, at the DEC hearing, that he was young and with a new practice at the time. That is not entirely accurate, however. In 1997, when these events unfolded, respondent was neither a new attorney nor inexperienced. Before becoming a sole practitioner in 1993, he worked at a law firm, Greenstone Sokol, for four years. In 1997, he already had been an attorney for ten years.

Of all the mitigating factors cited in respondent's answer only a few are worthy of consideration: that he has no prior discipline, that his conduct occurred twelve years ago, that he contributed $52,500 to settle the litigation, and that he is

involved and charitable and community work. That he reported his conduct to the OAE and cooperated with the OAE's investigation of the grievance should not be viewed as mitigation. The former was a condition of his entry into PTI; the latter is an obligation on his part.

Similarly, although respondent's daughter's illness evokes a great measure of sympathy, it came to light in December 2007, ten years after the events in question. It cannot be said, thus, that respondent's judgment was affected by stress caused by his daughter's condition.

In his answer, respondent urged disciplinary authorities to take into account that he "has offered contrition and remorse." To whom and how is not known. At the DEC hearing, counsel merely asked him if he was "sorry for the occurrences." All he said was "[y]es, sure." He did not, in his own words and to the desirable degree, express the contrition and remorse that are considered as acceptable mitigation.

Respondent further advanced, without elaboration, that he has been substantially penalized. If by that he means that he has gone through PTI and has paid $52,500 toward the settlement of the litigation, the counter-argument is that those are the natural consequences of his improper conduct.

Finally, respondent submitted that he did not "personally profit or gain from the underlying transaction." That, however, is not a satisfactory mitigating factor, even if true. When present, self-benefit constitutes an aggravating factor; its absence is the expected result.

In contrast, the aggravating factors present in this case are significant. Not only were respondent's actions repetitive, rather than limited to a single incident, but he willingly played an instrumental role in helping Provenzano accomplish his scheme, and, later, caused a "cross-fire" of competing claims.

We now turn to the measure of discipline that respondent's offenses deserve.

Cases that resulted in either a reprimand or a censure illustrate why respondent's actions warrant more severe discipline.

In In re Paterno, 164 N.J. 364 (2000), a reprimand case, the attorney's client had a $17,000 judgment against her house for an unpaid real estate commission to a broker. According to Paterno, the client, an elderly and frail woman who regarded him as her grandson, had "cried and begged him" to help her avoid the collection of the judgment. Paterno then transferred title to her house to a newly created corporation solely owned by the client.

In justification of his conduct, Paterno claimed that the broker would not have been able to collect on the judgment in any event, because the house was fully mortgaged and the client had no other assets.

We found that Paterno assisted the client to avoid the execution of the judgment. Taking into account Paterno's unblemished record and the absence of self-benefit, we determined that a reprimand was sufficient discipline. The Court agreed.

The gravity of respondent's conduct, compared to that of Paterno, is apparent. Paterno succumbed to the pleas of an elderly, frail woman to whom he was very close; he offered, as a defense or mitigating factor for his conduct, that the judgment might have been uncollectible in any event; and his behavior constituted an isolated incident.

See also In re Blunt, 174 N.J. 294 (2002) (reprimand for attorney's single instance of impropriety; the attorney was retained to assist a client in enforcing several court orders for the neighbor's removal of encroachments on the client's property; the attorney suggested to the client that he enter into a sham real estate contract requiring the removal of the encroachments as a condition of sale and then present the contract in an application to the court for the enforcement of its orders; apparently, the parties to the contract agreed that

it would be unenforceable; although there was no clear and convincing evidence that the attorney actually intended to present the contract to the court, we found that his advice to the client about the contract was nevertheless unethical; compelling circumstances mitigated the attorney's conduct) and In re Singer, 135 N.J. 462 (1994) (reprimand for attorney guilty of one improper act; the attorney prepared a contract and a bill of sale that made no reference to the name of the corporation that held title to the business and did not disclose the existence of an outstanding lien against the business; unaware of the lien, the buyers bought the business subject to it; eventually, the lien was satisfied, in part, by the sale of equipment and inventory that the buyers believed they owned; the attorney had no disciplinary history).

A comparison of respondent's ethics offenses to those of Blunt and Singer, too, shows that respondent's were more grievous. Their conduct was restricted to a single incident; in turn, respondent engaged in a pattern of unethical acts. Like here, the lack of an ethics history was a mitigating factor in those cases; unlike here, however, there were no aggravating factors.

In a case that led to the imposition of a censure, the attorney's conduct was also far less serious than respondent's.

In In re Allocca, 185 N.J. 404 (2005), a motion for discipline by consent, the attorney represented the buyers of real property. When the parties contracted for the sale of the property, the sellers were facing a foreclosure proceeding, which had been stayed, pending the sale of the property. The contract of sale and the HUD-1 indicated that the existing mortgage would be paid off. Further, the title insurance binder required the mortgage to be paid in full at the closing.

To the attorney's surprise, his clients did not bring sufficient funds to the closing to pay off the mortgage. Rather, they intended to pay off the mortgage when they "flipped" the property to another buyer. The attorney improperly closed title without paying off the sellers' mortgage. He did not tell the seller's attorney that the buyers had not brought sufficient funds to the closing.

When the mortgage was not paid off, the foreclosure action against the sellers was reinstated. Moreover, it was not until March 2004, two months after the closing, that the attorney paid the real estate and transfer taxes and recorded the deed.

The attorney also made misrepresentations to the ethics investigator about the mortgage pay-off, the payment of taxes, and the recording of the deed.

Unlike respondent's ethics improprieties, Allocca's actions were confined to one transaction. Moreover, his decision to proceed with the closing was prompted by the pressures of the moment. Unlike respondent, he did not have an opportunity to reflect on the course of action that he chose to pursue. Furthermore, he expressed remorse for his conduct and, like respondent, had an unblemished disciplinary record.

That respondent's offenses were more egregious than those of the above attorneys is unquestionable. He first prepared documents assigning the O'Mara/*Mothering* judgment to Worldwide. A few days later, he reviewed an agreement assigning the same judgment to Valenzano, in return for Valenzano's payment of substantial sums of money to Provenzano's business or creditors. These sums included a $69,000 payment to Provenzano's business that was made through respondent's trust account. Next, respondent assisted New Mexico counsel in domesticating the New Jersey judgment and, ultimately, represented Provenzano in negotiating a settlement with O'Mara/*Mothering*'s New Mexico attorney, Jacobvitz. He did not disclose the settlement to Valenzano, despite knowing of Provenzano's obligation to make Valenzano a party to the settlement discussions and to keep Valenzano "informed at all times," as required by the assignment agreement between Valenzano and Advice/Provenzano. He then

received from O'Mara/*Mothering*'s lawyer $37,500 in partial satisfaction of the settlement, deposited it in his trust account, and disbursed it as directed by Provenzano. He stipulated that he "contributed to this controversy through his representation of Provenzano in these matters in drafting various agreements, adhering to his client's instructions and failing to reveal other transactions to other parties." As mentioned before, respondent was indicted for second degree conspiracy to commit theft by deception and theft by deception.

Mitigating factors are respondent's clean disciplinary record since his 1987 admission to the bar; his contribution of personal funds to the Valenzano/Provenzano settlement; his involvement in charitable and community activities; and the passage of twelve years since the incidents.

Aggravating factors are that respondent's actions were not limited to one episode, but reflective of a pattern; that he knowingly assisted his client in defrauding others; and that his conduct caused multiple parties to lay claim to the judgment.

After consideration of the relevant circumstances, including the severity of respondent's transgressions, which were marked by deceit; their repetitive nature; the consequences that resulted therefrom; and the weighing of mitigation against

aggravation, we determine that a three-month suspension is the appropriate degree of sanction in this matter.

Member Baugh did not participate.

We further determine to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs and actual expenses incurred in the prosecution of this matter, as provided in R. 1:20-17.

Disciplinary Review Board
Louis Pashman, Chair

By: Julianne K. DeCore
Julianne K. DeCore
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Jared Lans
Docket No. DRB 09-194

Argued: September 17, 2009

Decided: November 24, 2009

Disposition: Three-month suspension

Members	Disbar	Three-month Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Pashman		X				
Frost		X				
Baugh						X
Clark		X				
Doremus		X				
Stanton		X				
Wissinger		X				
Yamner		X				
Zmirich		X				
Total:		8				1

Julianne K. DeCore
Julianne K. DeCore
Chief Counsel