SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 08-163
District Docket No. XIV-00-056E

IN THE MATTER OF	
NEDUM C. EJIOGU	
AN ATTORNEY AT LAW	

Decision

Argued: September 18, 2008

Decided: November 18, 2008

John M. McGill, III appeared on behalf of the Office of Attorney Ethics.

Domenic Toto appeared on behalf of respondent.

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

This matter came before us on a recommendation for a one-year suspension filed by Special Master Charles F. Kenny. The three-count complaint charged respondent with violating RPC 1.7(a) and (b) (concurrent conflict of interest without obtaining client's informed consent), RPC 1.15(a) (failure to safeguard funds), RPC 4.1 (a) (false statement of material fact or law to a third person when disclosure is necessary to avoid assisting a criminal or

fraudulent act by a client), RPC 8.4(a) (violating or attempting to violate the Rules of Professional Conduct, knowingly assisting or inducing another to do so, or to do so through the acts of another), RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation), and knowing misappropriation of escrow funds, in violation of the principles of In re Wilson, 81 N.J. 451 (1979) and In re Hollendonner, 102 N.J. 21, 26 (1985).

The OAE recommends respondent's disbarment.

We determine to suspend respondent for one year, retroactively to the effective date of his temporary suspension, July 20, 2000.

Respondent was admitted to the New Jersey bar in 1992. At the relevant time, he maintained a law office in East Orange, New Jersey.

In 1999, respondent was admonished for recordkeeping infractions in his attorney accounts and failure to comply with contingent fee agreements. In re Ejiogu, 162 N.J. 99 (1999). He was again admonished in 2002, for failure to enter into a retainer agreement with his client for more than one year after his initial retention in a personal injury matter. In the Matter of Nedum C. Ejiogu, DRB 02-187 (July 23, 2002).

On March 23, 2000, respondent was the subject of an OAE demand audit in response to allegations that, as the closing

attorney in a residential real estate transaction, he had failed to record the buyers' deed and mortgage and to make the payments listed in the HUD-1 closing statement. On July 20, 2000, he consented to his temporary suspension, pending final disposition of all ethics grievances against him. In re Ejiogu, 165 N.J. 30 (2000). He remains suspended to date.

The allegations of unethical conduct against respondent stem from his professional association with Gilbert Hart, a real estate entrepreneur who owned GSC Investment Group ("GSC") and Barber Management ("Barber"). These companies functioned as respondent's "paralegal outfit."

The three-count ethics complaint alleged that respondent engaged in real estate transactions in which he received settlement proceeds that he deposited into his trust account, authorized various disbursements to either GSC or Barber, who were neither parties nor lienholders to the transactions, and then failed to satisfy the sellers' mortgages. In each of the transactions, respondent certified the truth of the statements made on the HUD-1 settlement statements, knowing that Hart had prepared the statements and that the mortgage lenders, third parties, and others would rely on them. In each of the transactions, respondent knew that he had a fiduciary responsibility to safeguard client trust and escrow funds.

At the ethics hearing, the OAE presenter relied on respondent's "stipulated admissions," stating that a "prima facie case [had] been established based on that evidence alone." Presumably, the presenter was referring to respondent's admissions to the complaint, found in his verified answer.

The Brenda Daniels Matter

On December 13, 1999, respondent was the closing attorney in the residential real estate transaction between Brenda Daniels (purchaser) and Leroy and Vanessa Webster (sellers). Although the complaint charged that respondent represented both the buyer and the sellers, his answer stated that he had "no recollection and denie[d] that he represented the seller of the property."

On December 13, 1999, respondent received a wire transfer of mortgage settlement proceeds into his trust account, in the amount of $90,469.84.

Respondent certified on the HUD-1 settlement statement that the transaction, reflected in the statement, was accurate. The statement showed a pay-off of the first mortgage loan in the amount of $79,114.13 at line 504, recording fees of $60 at line 1201, and $322.50 for city/county/tax/stamps and fourth quarter taxes of $947.17 at line 1202. In fact, the mortgage pay-off

amount listed on the HUD-1 was false. Respondent denied knowing that it was false.

Instead of paying off the amounts listed above, respondent disbursed the settlement proceeds to Barber, in three separate trust account checks: (1) check no. 1346 for $47,000, dated December 12, 1999, (2) check no. 1349 for $30,000, dated December 15, 1999, and (3) check no 1350 for $12,000, dated December 18, 1999, for a total of $89,000.

According to respondent's answer, at the time that he disbursed the settlement proceeds to Barber, he believed that he was authorized to do so, based on Hart's representations to him. On behalf of Barber, Hart endorsed attorney trust account checks nos. 1346, 1349 and 1350, negotiated them at D.M. Check Cashing Corporation, and kept the proceeds for his own use.

Although respondent admitted that he had failed to pay off the seller's first mortgage loan, as he was obligated to do, he denied knowing that it had not been satisfied. He also admitted that the deed and the mortgage had not been timely filed.

To resolve the title issues in this transaction, New Jersey Title Insurance Company paid out $109,745. Subsequently, the title company recovered $67,500 from respondent's malpractice carrier, realizing a $42,245 net loss.

Respondent's answer admitted that his conduct violated the Rules of Professional Conduct, but denied that he had knowingly misappropriated funds.

The Cynthia Jewell Matter

On March 31, 1999, respondent was the closing attorney in the residential real estate transaction involving property located in East Orange, New Jersey. His client, Saibou Quadrego[1], was the buyer and Cynthia Jewell, Hart's wife, was the seller. Respondent's answer denied that he had represented both parties, as charged in the complaint.

On March 31, 1999, in connection with the sale, respondent received into his trust account settlement proceeds from Majestic Home Mortgage Corporation, in the amount of $129,597.89.

Respondent certified on the HUD-1 settlement statement that it accurately reflected all receipts and disbursements. The statement certified that respondent had used the settlement proceeds to pay off the seller's $110,000 first mortgage loan to Oceanmark Financial. This representation was false. Respondent denied any knowledge that it was false.

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[1] Throughout the record, the name was also spelled Ouedrago and Quedraogo.

Respondent admitted that, instead of paying off the seller's first mortgage, as certified, he disbursed the settlement proceeds to GSC by trust account checks no. 1116 ($50,000), no. 1117 ($30,000), and no. 1118 ($30,000), all dated April 5, 1999. The checks totaled $110,000. Respondent believed that, at the time that he made those disbursements to GSC, he was authorized to do so.

On GSC's behalf, Hart endorsed the three trust account checks, negotiated them at D.M. Check Cashing Corporation, and kept the proceeds for his own use. Respondent's answer admitted that he had failed to pay off the seller's first mortgage loan, as he was obligated to do, but denied that his failure to do so was knowing. Respondent also failed to timely record the deed and mortgage for this transaction.

Respondent's failure to satisfy the mortgage to Oceanmark caused the property to go into foreclosure. Ultimately, Stewart Title Insurance Company resolved the title issues by paying $117,765. It recovered only $68,647.50 from respondent's malpractice carrier, thereby experiencing a net loss of $49,117.50.

Respondent's answer admitted that his conduct violated the Rules of Professional Conduct, but denied that his actions had risen to the level of knowing misappropriation.

The Chandar McDaniel Matter

On December 16, 1998, respondent represented the buyer, Chandar McDaniel, in the purchase of property from Harold Bradley, Jr. The property was located in Newark, New Jersey. Respondent had no recollection of representing the seller and denied that he "did knowingly represent" the seller in the transaction.

On December 18, 1998, respondent received the settlement proceeds in his trust account by way of a $100,481.92 wire transfer from Pacificamerica Money of California.

At the time of the December 16, 1998 closing, respondent was in Nigeria. He returned to the United States in January 1999.

Prior to leaving for Nigeria and in anticipation of the December 16, 1998 closing, respondent signed trust account checks in blank and instructed his secretary to sign his name to the HUD-1 settlement statement and to disburse the settlement checks according to the HUD-1, which respondent believed was prepared by Hart. The certified HUD-1 settlement statement showed that the settlement proceeds were used to pay off the seller's $80,000 first mortgage. In fact, the OAE's investigation revealed that the seller, first mortgage was in the amount of $107,000.

Although respondent authorized his secretary "to certify his name to the representations contained in the HUD-1 concerning the

pay off of the seller's first mortgage," he denied knowing that the completed HUD-1 would contain false representations.

Respondent admitted that

> [i]nstead of paying off the seller's . . . actual $107,000 mortgage to Bankers Trust Company, [he] knowingly authorized the disbursement of the settlement proceeds by his secretary to GSC, by his trust account check[s] no. 1081 for $5,000 dated 12/14/98, and checks no. 1087 for $20,000, no. 1088 for $20,000, no. 1089 for $20,000 and no. 1090 for $27,050.75 all dated 12/18/98, for a total of $92,050.75.
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> [C8¶7;A5¶7.][2]

The complaint charged that, when respondent authorized the disbursement of the settlement proceeds to GSC, he knew that he was not authorized to do so. Respondent denied the allegation, stating his belief that he was "authorized to disburse a portion of the settlement proceeds to GSC."

On GSC's behalf, Hart endorsed the back of trust account checks nos. 1081, 1087, 1088, 1089, and 1090, negotiated all of the checks at D.M. Check Cashing Corporation, and kept the proceeds for his own use. Respondent admitted that he failed to pay off the seller's first mortgage loan, as he was obligated to do, but asserted that his failure "was not done knowingly."

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[2] C refers to the ethics complaint; A refers to respondent's answer.

To resolve the title issues in this transaction, Stewart Title paid out $107,000. Subsequently, the title company recovered $71,333.33 from respondent's malpractice carrier, experiencing a net loss of $35,666.67 for this transaction.

Respondent's answer admitted that his conduct violated the Rules of Professional Conduct, but denied that his actions constituted knowing misappropriation.

As mitigation, respondent relied on his May 17, 2000 and June 29, 2000 letters to the OAE, which explained that Hart, whose offices were on the same floor as his, had approached him in the summer of 1998, and had asked him to act as the closing agent for his real estate transactions. At that time, respondent had little knowledge of real estate practices. Hart assured him that it was easy and that he would act as his paralegal. Hart would order and review all title searches, deal with the mortgage lenders, record all instruments, prepare closing statements, deliver all closing funds, and handle all dealings between the lender and the parties to the transaction. Respondent only needed to appear at the closings, explain the documents to the clients, and issue payments at the closings, pursuant to Hart's direction. Respondent claimed that he "was in awe of Hart and totally trusted him."

As to the Daniels closing, Hart presented respondent with all of the closing documents for execution by Daniels. Respondent

explained that he had not reviewed the title binder because Hart had assured him that he would pay off the liens from the closing proceeds. At Hart's instruction, respondent issued checks to Barber, totaling $89,000. After the closing, respondent gave Hart the entire file, assuming that Hart would pay all the liens and record all the documents.

After some of the "Hart" closings came into question, respondent obtained the Daniels' file from Hart and discovered that Hart had not recorded the deed. Respondent recorded it on May 15, 2000. According to respondent,

> [t]he Daniels matter came into question by New Jersey Title Insurance Company. On February 8, 2000 an attorney for New Jersey Title . . . attended a meeting at my office with Mr. Hart. In that meeting, Hart acknowledged responsibility for his failure to pay off liens in the Daniels matter, as well as other closings in which New Jersey Title acted as the title insurer. Hart gave Mr. Samson a list of properties he was going to sell to satisfy all unpaid liens. I understand Hart and his wife had, in fact, filed bankruptcy prior to this meeting.
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> [Ex.C5.]

Respondent's June 29, 2000 letter added that, as to the real estate transactions in which Stewart Title was involved, Hart and/or his wife Cynthia Jewel had acted as seller, borrower, and/or had arranged the entire transaction.

As to the Jewel/Quadrego transaction (count two), respondent explained that the sale from Jewel to Quadrego was arranged by Hart. Prior to the closing, the mortgage company wire transferred $129,597.89 into respondent's trust account, from which respondent disbursed: (1) check no. 1111 to Cynthia Jewel for $2,111.39; (2) check no. 1112 to Majestic Mortgage for $6,617; (3) check no. 1113 to City of East Orange for $8,568; (4) check no. 1114 to Rice Title for $950; (5) check no. 1115 to respondent for $750; (6) check nos. 1116, 1117, 1118 to GSC for $50,000, $30,000, and $30,000, respectively; and (7) check no. 1119 to the Essex County Registrar for $601.50.

According to respondent, Hart directed him to issue the three checks to GSC to pay off the existing mortgage. Respondent added that the checks were clearly marked "mortgage payoff." Respondent delivered the documents to Hart for recording.

As to the Chandler McDaniels matter, respondent stated only that he directed the OAE's attention to his earlier reply to the grievance, in which he described his relationship with Gilbert Hart, and incorporated the reply by reference.

Paul Carbone, Esq. testified that he was assigned by respondent's malpractice insurer to represent respondent in various civil suits arising from the Hart real estate

transactions. Respondent's liability carrier had a contractual obligation to defend respondent in the civil matters.

Carbone recalled that there was extensive discovery in both the McDaniel and Daniels matters, which were ultimately settled. Carbone believed that the carrier has never determined that respondent knowingly misappropriated funds in those matters. The insurer defended respondent on the theory that he had been negligent.

While representing respondent, Carbone worked closely with Stewart Title's attorneys, who early on tried to determine whether respondent had misappropriated funds or had been an active participant in the fraud. According to Carbone, attorney professional liability policies generally exclude coverage for attorneys who have knowingly misappropriated trust funds. Respondent's insurer sent him a reservation of rights letter, thereby reserving its right to recover defense costs, if it was ultimately determined that respondent had committed intentional acts of fraud or other intentional acts excluded from coverage. Carbone was not aware that any such determination had been made.

Carbone's investigation revealed that respondent realized only attorney's fees in connection with the transactions. Carbone did not conclude that respondent unilaterally and improperly withdrawn funds from his trust accounts for his own benefit.

Carbone traced large payments from respondent's trust account to GSC and Barber (between $20,000 and $50,000). The checks were cashed at check-cashing agencies in the Newark/Irvington area. Most of the checks were endorsed by Hart. Carbone defended respondent's position in the civil liability matter on the basis that Hart and others associated with his intentional acts had been the cause of the damages, and that respondent's conduct had not even been negligent.

Carl Samson, an attorney and president of New Jersey Title, received a claim letter on a property that had gone into foreclosure because a prior mortgage had not been paid off. Samson met with respondent and Hart in February 2000. According to Samson, Hart informed him that he had induced respondent to turn over to him the trust funds earmarked to pay off prior mortgages; that he had assured respondent that he would take care of the mortgages; and that he was entitled to some of the settlement proceeds because he had renovated some of the properties. According to Samson, Hart acknowledged that he had misappropriated the funds designed for the prior liens. Hart assured Samson that he would sell off some of his properties within the next month or so and would use those proceeds to pay off the unpaid liens. However, Hart did not follow through and New Jersey Title had to satisfy the claims.

Respondent, too, attended this meeting with Samson. He heard Hart apologize for getting respondent into this "mess," assured Samson that he would make restitution, and acknowledge that he alone was responsible for the loss of the monies and that respondent was the "victim."

Respondent was unable to explain to Samson why he had trusted Hart. He indicated that he had been naïve, that he felt "terrible" about what he had done, and that he realized that it had been very foolish. Samson thought that respondent "probably knew that that wasn't the appropriate way to disburse the funds but he trusted Mr. Hart and he believed that Mr. Hart was taking care of it".

For his part, respondent testified that his area of expertise was immigration and naturalization law and that he was a member of the American Immigration Lawyers' Association.

He first met Hart and his wife while he was very busy with his immigration practice that comprised approximately ninety percent of his cases. Prior to his transactions with Hart, he had handled only three real estate transactions with the assistance of another attorney who shared space in the same building. He followed the proper procedures in those transactions with respect to the pay-off of liens and understood that it was his fiduciary responsibility, as the closing agent, to personally disburse the mortgage proceeds in accordance with the HUD-1 statement.

Respondent had been the closing agent in seven other transactions in which he properly paid off the sellers' first mortgages, notwithstanding that Hart's companies may have been involved in some of the transactions. Respondent acknowledged knowing that mortgage lenders and third parties relied on the certified representations made in the HUD-1 settlement statements. He claimed that he was not very good with numbers and needed assistance preparing the closing statements.

When respondent met with Hart, in the summer of 1998, and Hart asked him to be the closing agent for various real estate transactions, they did not enter into a written agreement. Hart told respondent that he would make the closings "convenient" for him; Hart had software for real estate transactions and would prepare the HUD statements, order and review the title binders, satisfy any liens on the property, prepare the deeds, affidavits of title, record the documents, and perform other "ancillary aspects of the transaction." Respondent would only have to appear at the closing to explain the documents to his clients. Respondent did not meet with the clients until the closing. He knew, however, that it was the closing attorney's responsibility to pay off all of the liens. He turned over settlement proceeds to Hart, believing that Hart would pay off the liens and other financial obligations. He claimed that he tended to trust people to do what

was in the best interest of his office and believed that Hart would do the right thing. He admitted that he had "reposed an excessive amount of trust in Hart."

Respondent had not known Hart before the transactions, other seeing him around the building. He stated that he had no reason to suspect that Hart was dishonest. Through conversations with Hart and his wife, respondent formed the belief that Hart was a responsible individual, a family man, and that he was an "okay person." Respondent did not take any steps to determine whether Hart was honest. He formed the impression that Hart was "glib," very persuasive, believable, very knowledgeable about real estate matters, confident, flamboyant, and financially successful.

Initially, respondent believed that Hart was a real estate broker. He did not learn otherwise until the problems with the real estate transactions surfaced. Respondent admitted that he did not look into whether Hart held any certifications or professional credentials, prior to entering into a business relationship with him. He knew, however, that Hart was not an attorney.

Initially, respondent was reluctant to get involved with Hart because he was so busy with his own cases and was not proficient in real estate closings. At that time, he was also having personal problems. His daughter had developed a multiple seizure disorder, which led to some mental developmental problems. His state of mind

was not at its best and he needed a little extra money. Respondent admitted that one of the reasons he agreed to the arrangement with Hart was that he believed that he would be able to tap into a "substantial clientele;" it was a good business opportunity for him. He completed approximately twenty-five real estate transactions with Hart. He received between $500 and $1,000 per transaction.

As to the McDaniel closing, respondent testified that, when Hart learned that respondent would be out of the country, he asked respondent to leave some checks so that the closing could proceed in his absence. Respondent left the checks with his secretary, who made the disbursements in accordance with Hart's directions. Respondent claimed that he was reluctant to leave blank checks because there was always a risk that they might not be used for their intended purpose. He did not anticipate, however, that Hart would misappropriate the funds.

According to respondent, Hart maintained the original files in his office; respondent had copies. Respondent described Hart's office as "an extension of my office maybe functioning as a paralegal outfit to my office." Respondent did not take any steps to ensure that the conduct of Hart's companies was compatible with his professional obligations.

Respondent testified that he disbursed funds to Hart or Hart's companies believing that Hart would make the pay-offs himself. Hart was more familiar with the lenders and the clients; sometimes he could even negotiate the pay-offs. When respondent discovered that Hart was cashing the trust account checks at a check-cashing operation, he accepted Hart's explanation without question, that is, that Hart did not have any accounts, that he had known the "check cashing people" for a long time, that he was "comfortable" with them, and that it was easier for him to get the cash.

Respondent contended that he had "totally relied on Gilbert Hart to satisfy the liens" because that was their agreement. He steadfastly denied receiving any of the funds that were paid to Hart or his companies; only his fees. He stated:

> I didn't receive a dime from him with respect to these closings, not at all and I don't know if it's beyond my testimony but just wondering if there was no – if there was any benefit to me in these transactions, where did they go, I want to know. I'm not an alcoholic, I'm not a gambler, I didn't change my residence, I didn't buy any new cars, I didn't do anything and I'm – I come from a community where people know my family and who I am, nothing is hidden, nothing clandestine about me. I've lived in this country for 20 something years. Nobody can say that I have done anything criminal, no arrest records, nothing and then I'm going to have to jeopardize myself in this – in a suicidal manner in a way that misappropriation of funds would be traceable to me directly. I mean, I may have been stupid

> in this case but I know I'm not pathologically or genetically stupid to that point. If I was going to steal money, I probably would have done it in a more ingenious way or whatever but I have never had this situation. So this is truly for whatever it's worth, I'm just expressing my emotions, for whatever it's worth I think it's unfair. If I didn't benefit, I don't know what motive or what would have made me do this. I know that – any way, I'm sorry.
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> [1T128-1 to 1T129-3.][3]

The New Jersey Attorney General's Office also investigated respondent's role in the transactions. Apparently, no state criminal charges were filed against him. Respondent noted that he has defended himself for "seven years straight" and has incurred expenses in the process. He acknowledged that he was "stupid" and may have been negligent "or more than negligent," but denied having stolen anyone's money.

Respondent learned about the problems with the transactions when his secretary called him in Nigeria, in January 2000. He then contacted Hart, who warned him to stay in Nigeria because law enforcement officials would be waiting to pick him up at the airport. Respondent believed that Hart was disappointed that he had returned, because Hart wanted to blame him for the problems.

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[3] 1T refers to the transcript of the April 10, 2007 ethics hearing.

OAE investigator Gary Lambiase testified that he had interviewed Hart, in September 2004. At that time, Hart was under indictment in Essex County for "a few counts" of mortgage fraud and conspiracy to defraud lenders. Hart had agreed to cooperate with federal authorities, who were also investigating him. However, after pleading guilty to mortgage fraud, while out on bail, Hart continued to commit mortgage fraud on other lenders.[4] According to Hart, both he and respondent were guilty of defrauding the lenders.

Hart told Lambiase that respondent used his trust account as a "slush fund" and that respondent channeled real estate proceeds to him through Hart's companies. Hart cashed the checks and gave a portion to respondent. Hart believed that respondent was a "very, very wealthy individual" in Nigeria and had a very successful real estate practice. He believed that respondent was using his real estate business for short-term loans and that, if he did not repay them, he would be out of business. Hart added that respondent was fully aware of the real estate transactions and that the mortgages

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[4] The OAE presenter believed that Hart was incarcerated in a federal correctional facility outside of New Jersey, that Hart also pleaded guilty to state criminal charges and that, once he is released from custody on the federal charges, he will serve his sentence on the state charges.

had not been paid off. Hart told Lambiase that, as a result of the real estate transactions, respondent's personal life had improved.

Lambiase did not look into respondent's personal finances because, once Hart cashed respondent's trust account checks, Lambiase was unable to trace the funds.

At an unspecified time, Lambiase contacted the FBI to try to locate respondent and to determine whether criminal charges would be filed against him. According to Lambiase, the FBI agent informed him that they would not proceed against respondent because he was in Africa. The FBI agent did not believe that respondent would return. Although Lambiase later informed the agent that respondent had returned, the FBI took no action against him.

The special master made a series of evidential rulings. At the ethics hearing, the OAE sought to introduce documentary evidence of respondent's handling of a prior, unrelated real estate transaction (Barbara Sandifer) to prove that respondent knew the proper closing procedures. The special master ruled that the documents relating to that transaction were inadmissible hearsay because they consisted of letters from attorneys or business records that had not been properly authenticated and, in any event, were irrelevant to the proceedings.

As to the testimony of Carl Samson, the special master noted that most of it consisted of Samson's recollection of respondent's statements to Hart or Hart's exculpatory statements about respondent, which the special master deemed "impermissible" hearsay. He, therefore, determined not to consider such statements.

Likewise, the special master found that Lambiase's testimony about Hart's statements constituted hearsay for which there is no applicable exception, notwithstanding the OAE's assertion that the residuum evidence rule applied and that, pursuant to R. 1:20-7(b), the rules of evidence could be relaxed in ethics proceedings.[5] The special master also found that the potential prejudice of Lambiase's statements far exceeded any probative value. Moreover, he noted, the presenter offered no evidence of any attempt to secure Hart's availability by telephone or to have his statements reduced to a sworn affidavit.

Based on respondent's admissions, the testimony and documents, the special master found that, as to all three counts,

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[5] R. 1:20-7(b) provides that the rules of evidence may be relaxed in all disciplinary proceedings, but that the residuum evidence rule shall apply. Under the residuum rule set out in N.J.A.C. 1:1-15.5(b), an administrative agency may consider hearsay information as long as "some legally competent evidence exists to support each ultimate finding of fact to an extent sufficient to provide assurances of reliability and to avoid the fact or appearance of arbitrariness."

respondent's conduct constituted violations of RPC 1.15(a) (failure to safeguard client funds), RPC 4.1 (making false statements of material fact to a third person), RPC 1.7(a) and (b) (concurrent conflict of interest), RPC 8.4 (a)(violating or attempting to violate the Rules of Professional Conduct through the acts of another), and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation). The special master did not find sufficient evidence of knowing misappropriation of escrow funds, but only of negligent misappropriation. The special master stated that, "[a]fter presiding over a two day Hearing and having had the opportunity to observe respondent and weigh his testimony," he could not find respondent guilty of a "knowing violation." The special master found respondent credible, but remarked that, "inexplicably, [respondent] could not testify to a reason why he trusted Hart. That issue remains a quandary."

The special master found no evidence that respondent benefited from the "misappropriation," and found significant that respondent has not been prosecuted criminally and that his malpractice carrier defended him in the civil suits arising out of the transaction.

In recommending an additional one-year suspension ("a de facto suspension of well over eight years"), the special master

relied on, among other cases, In re Stransky, 130 N.J. 38 (1992) (one-year suspension for attorney who delegated to his wife complete management of his attorney trust account; over a period of years she embezzled $32,000 of client funds; attorney was "completely irresponsible in the management of his attorney accounts and totally abdicated his fiduciary responsibility"); In re Abraham, 193 N.J. 299 (2007) (three-month suspension for attorney who failed to safeguard client funds, engaged in a conflict of interest by representing the buyer and seller in a real estate transaction, allowed a third-party (her corporate client – the seller) to direct and regulate her professional judgment, made misrepresentations to the buyer that she would safeguard their deposit, and then immediately released the deposit to the seller; the attorney was also guilty of recordkeeping infractions); and In re Hoffing, 139 N.J. 444 (1995) (reprimand for attorney who delegated all bookkeeping, recordkeeping, and banking to his bookkeeper who, over a four-year period, embezzled funds from the attorney's trust and personal accounts totaling $750,0000).

The special master found that the proofs, much of which were subject to credibility assessments, did not support disbarment. Citing In re Templeton, 99 N.J. 365 (1985), the special master noted that disbarment is discipline "reserved for the case in

which the misconduct of an attorney is so immoral, venal, corrupt or criminal as to destroy any vestige of confidence that the individual could ever again practice in conformity with the standards of the profession." Id. at 376-77. The special master concluded that respondent had placed "excessive trust in Hart as a result of his naiveté." He recommended that respondent attend continuing legal education classes, including accounting and first year courses, and that, for a one-year period after reinstatement, he practice under the supervision of a proctor.

In its brief to us, the OAE argued that the special master had erred (1) in failing to analyze any findings of fact and conclusions of law with respect to the issues surrounding the reasonableness of respondent's alleged "good faith belief" defense that he was authorized to disburse client monies to Hart; (2) in ruling that the Sandifer exhibits were inadmissible hearsay and had no probative value; and (3) in not finding that respondent had not knowingly misappropriated client escrow funds in the three transactions.

The OAE found inconsistent the special master's statements, on one hand, that respondent's testimony was credible and, on the other hand, that "inexplicably," respondent had been unable to advance a reason why he had trusted Hart.

The OAE highlighted salient points that should have persuaded the special master that respondent's "alleged affirmative beliefs" were unreasonable and, therefore, not in good faith, as follows:

1. The allegations of unethical conduct against respondent stemmed from his professional association with Hart, a real estate entrepreneur, who owned companies that functioned as respondent's "paralegal outfit," with respondent's knowledge and consent.

2. In each of the complaint's three counts, respondent engaged in real estate transactions in which he received settlement proceeds, deposited them into his attorney trust account, authorized various disbursements of the proceeds to either GSC or Barber, who were neither parties nor lienholders to the transactions, and then failed to satisfy the sellers' mortgages.

3. (a) In each real estate transaction, respondent intentionally certified to the truth of the representations contained in the HUD-1 settlement statements, knowing that Hart prepared them and knowing that the mortgage lenders, third parties, and others would rely on them.

(b) In paragraphs 4 and 5 of counts one and two and paragraphs 6 and 7 of count three of his verified answer, respondent inconsistently denied knowing that the HUD-1 contained

false representations, but admitted that he knowingly disbursed the settlement funds to Barber and GSC.

4. (a) Respondent knew that he had a fiduciary responsibility to safeguard client trust and escrow funds.

(b) Prior to respondent's involvement with Hart, respondent completed three real estate transactions as the closing agent without any problems and properly paid off the sellers' first mortgage liens.

(c) When respondent met Hart, in July 1998, he was already the subject of an OAE select audit, which uncovered recordkeeping deficiencies and put him on notice of his recordkeeping obligations and his ethics responsibilities regarding his duty to safeguard clients' funds.

(d) Although respondent admitted that he was aware of his fiduciary obligation to personally disburse the closing proceeds according to the HUD-1 settlement statement, he testified that he disbursed the funds according to Hart's directions.

(e) Although respondent testified that it was common for him to disburse funds as directed by Hart and that he had relied on Hart to satisfy existing liens or outstanding mortgages, respondent properly paid off the sellers' liens in at least eight other real estate transactions, demonstrating that he was aware of

his obligations and of how to properly discharge them, even in cases where Hart was also involved as a paralegal.

5. Respondent's motives for his association with Hart included the opportunity to personally benefit by enhancing his business and knowledge of real estate practices and obtaining additional income, based on Hart's substantial clientele.

6. Respondent testified that he trusted and believed Hart's representations that he would satisfy the outstanding liens. Respondent admitted that he reposed an excessive amount of trust in Hart, without taking any independent steps to confirm that he was honest. Respondent could not provide a reasonable explanation for trusting Hart, when he knew Hart was advising him to disburse settlement funds contrary to what was required.

The OAE took the position that the special master confused respondent's honest testimony "with a good faith/bad faith analysis and found respondent credible, merely because respondent testified truthfully, without finding that respondent's beliefs were reasonable under the circumstances." The OAE urged us, in conducting our de novo review of the record, to examine whether respondent's beliefs were made in good faith and whether they were reasonable.

The OAE compared respondent's conduct to that of the attorney in In re Dean, 169 N.J. 57 (2001), arguing that, like Dean,

respondent's conduct was akin to "willful blindness." In Dean, the Court ruled that, even if it were to accept Dean's contention that she was unaware that she was out-of-trust, her contended ignorance of the state of her trust account, "her willful blindness," was sufficient to constitute knowing misappropriation of client funds.

The OAE argued that respondent voluntarily and intentionally placed himself in a position in which he relinquished control over his trust account funds in his clients' real estate matters. Otherwise stated, respondent created the circumstances that allowed Hart to steal client funds. The OAE, therefore, is seeking respondent's disbarment for knowing misappropriation of client trust/or escrow funds.

Respondent's counsel agreed with the findings, conclusions, and recommendations of the special master. Counsel argued that we must defer to the special master's findings of credibility because he had the opportunity to observe the witnesses and hear them testify and, therefore, had a better perspective from which to evaluate their veracity (citing In the Matter of Randolph Kraft DRB 04-436 (September 14, 2005) (slip op. at 84-85)). According to counsel, implicit in the special master's determination that respondent engaged in negligent, rather knowing misappropriation was his conclusion that respondent's reliance on Hart had not been so grossly unreasonable so as to constitute bad faith.

Counsel took issue with the OAE's argument that respondent engaged in willful blindness and with its reliance on In re Dean, 169 N.J. 57 (2001). According to counsel, the OAE did not account for the following factual differences in the cases: the attorney herself knowingly misappropriated client funds in one instance; she was totally oblivious to the actions of her office manager; she knew that the office manager had been previously convicted of real estate fraud; during the course of the investigation, Dean made misrepresentations to the OAE about a scheduled meeting; morever, Dean was forewarned by the OAE that the office manager might be stealing her client's trust funds; nevertheless, she continued to give the office manager access to her trust account.

Counsel pointed out that, here, respondent did not discover that the trust funds paid to Hart or his related companies had not been used to satisfy the liens until January 2000, when respondent was contacted by New Jersey Title. Counsel reasoned that, if respondent had continued his relationship with Hart after gaining this knowledge, then a willful blindness argument might have been appropriate.

Counsel urged us to affirm the special master's findings and recommendations.

Following a de novo review of the record, we are satisfied that the special master's conclusion that respondent was guilty of

unethical conduct is fully supported by clear and convincing evidence.

The special master properly excluded Carbone's and Samson's exculpatory hearsay testimony, as well as Lambiase's incriminating testimony, because none of it was admissible hearsay. As for the exclusion of the Sandifer real estate documents as inadmissible hearsay, even if they had been admitted, they would have been merely cumulative, in light of other testimony establishing that respondent properly conducted eight other real estate closings.

As to respondent's conduct in the three real estate transactions, it is undeniable that it was improper and that he failed miserably in his responsibilities as closing attorney.

The evidence admitted at the hearing established that he had properly completed at least eight real estate transactions during his association with Hart and, at least three with the assistance of another attorney. Respondent, thus, was well aware of his fiduciary responsibility to disburse the escrow funds in accordance with the HUD-1 statements that, in two instances, he personally certified as being accurate. Respondent admitted that he knew that the mortgage lenders and third parties would rely on the representations in the HUD-1 statements.

Respondent was the closing attorney in the three relevant real estate transactions referred to him by Hart. At least one of

the transactions involved Hart's wife. Respondent attended only two of the real estate closings, when he purportedly represented the buyers and explained the documents to his clients.

Respondent had no contact with the clients prior to the hearing and, apparently, had no contact with Chandar McDaniel at all, because respondent was in Nigeria during that closing (December 16, 1998). Respondent admitted, in his answer, that, in order to facilitate the McDaniel closing, before he left for Nigeria he signed trust account checks in blank and instructed his secretary to sign his name on the HUD-1 settlement statement. He also directed his secretary to disburse funds in accordance with Hart's directions. In all of the three transactions, notwithstanding respondent's disbursement of the settlement proceeds directly to Hart, he certified that the funds would be remitted to the proper recipients, including the holders of the sellers' mortgages. He never verified that the buyers had made deposits, assuming, instead, that Hart had accurately portrayed the transactions on the statements.

The special master, nevertheless, found credible respondent's unrefuted testimony that he had reposed an excessive amount of trust in Hart. After observing respondent's demeanor on the stand and considering all of the evidence, the special master concluded that respondent was extremely naïve and, that, because of his

naiveté, he had trusted Hart with the settlement funds and turned them over to Hart, believing that Hart would "do the right thing." We agree with the special master. We note, also, respondent's testimony that, when he agreed to Hart's business proposal, he was involved in a busy immigration law practice. Because of his daughter's health care expenses, respondent saw Hart's proposal for little work on his part as a way to supplement his income. His confidence (albeit misplaced) in Hart's real estate acumen and his preoccupation with his own law practice shed light on his willingness to let Hart take the lead in these transactions. Other than the typical legal fees these transactions generated for respondent, he obtained no additional benefit. He stopped doing businesses with Hart when he learned that Hart was not completing the real estate transactions and he took immediate steps to rectify the problems. His malpractice insurer defended the related claims and no criminal charges were filed against him. We, therefore, cannot conclude, to a clear and convincing degree, that respondent acted with knowledge and deliberation when he entrusted the funds to Hart, that is, that he knew that Hart would convert the funds to his own use.

The Court recognized the difficulty of establishing a respondent's knowledge in In re Johnson, 105 N.J. 249 (1987). In Johnson, the attorney acknowledged that he misused clients' funds,

was out of trust, commingled funds, and did not maintain required attorney books and records. However, he claimed that his misuse of the funds was not knowing. Because he was so busy attempting to build a law firm, "working over ninety hours per week, seven days a week, often operating on three hours' sleep and occasionally no sleep at all," he lost control of his office. His staff, upon whom he relied to maintain his books and records, simply failed to do so. Johnson admitted that he failed to properly supervise his staff because he was too busy.

The Court struggled with the issue of whether Johnson "knowingly" misappropriated client funds and acknowledged that proving a state of mind, knowledge, "poses difficulties in the absence of an outright admission." Id. at 258.

The Court concluded that the attorney's intense dedication to his practice became his undoing, but noted that the record fell short of the requisite proof that he "knew or had to know that clients' funds were being invaded." Ibid.

The Court held that the "intentional and purposeful avoidance of knowing what is going on in one's trust account will not be deemed a shield against proof of what would otherwise be a 'knowing misappropriation'." Id. at 259. The Court distinguished between "intentional ignorance and legitimate lack of knowledge" and ruled that "the evidence about respondent's state of mind is

no more compelling in the direction of knowledge than it is in the direction of unhealthy ignorance; and before we will disbar on the basis of a lawyer's knowing misappropriation, the evidence of that knowledge must be clear and convincing." Ibid.

Like Johnson, respondent's busy immigration law practice prevented him from supervising Hart, whom he saw as a successful real estate broker and whom he trusted implicitly, and also prevented him from personally taking control of the real estate transactions. Here, as in Johnson, the evidence is "no more compelling in the direction of knowledge than it is in the direction of unhealthy ignorance."

In short, the record is replete with respondent's denials that he knew the client funds were being stolen by Hart. The OAE failed to provide clear and convincing evidence to the contrary, arguing only that respondent should have known or must have known that Hart would steal the monies. Absent clear and convincing evidence of respondent's knowledge that Hart did not intend to pay off the liens, we can find only that respondent's actions were negligent -- indeed, reckless -- but not knowing.

The circumstances here are novel. Respondent abdicated his responsibilities to Hart, an individual he hardly knew, and whose credentials, competence, and integrity he failed to investigate.

Respondent claimed that he viewed Hart as a paralegal. His arrangement with Hart, however, differed from having a paralegal employee complete closing steps. A paralegal is typically present in an attorney's office and is subject to close supervision and control by the attorney. Here, respondent permitted a stranger to perform functions that were his duty and his responsibility. Respondent permitted Hart to control the files and the funds, making it impossible for respondent to exercise the required supervision over him.

By abdicating his responsibilities as the closing attorney, respondent exposed not only his clients, but the lenders and other lienholders to substantial risk. Indeed, by failing to satisfy the mortgages, respondent breached his fiduciary duty to the lenders, who released the mortgage funds to him with specific instructions about their disbursement; to the sellers, who trusted that their existing mortgages would be paid off; and to the buyers, who expected to purchase property unencumbered by prior liens.

The OAE claims that respondent engaged in "willful blindness." In In re Skevin, 104 N.J. 476 (1986), the seminal willful blindness case, the attorney was disbarred for misappropriating client funds. An OAE audit had disclosed that the attorney had been out of trust for a period of six months, in amounts ranging from $12,000 to $133,000. Yet, he continued to

draw from the trust account for his personal use. The attorney conceded that he knew of the shortages, but denied any knowing misuse of trust funds, noting that he had deposited close to $1 million of personal funds into his trust account to cover any personal withdrawals from the account. In many instances, the attorney withdrew funds for clients and for himself before receiving corresponding settlement funds.

The Court found that, because the attorney did not maintain an accounting or running balance of his own funds in the account, each advance posed a realistic likelihood of invading the accounts of another client, given that he had no way of knowing what the balances were. The Court found that

> the evidence clearly and convincingly demonstrates that [Skevin] knew the invasion was a likely result of his conduct, a state of mind consistent with the definition of knowledge in our statute law. N.J.S.A. 2C:2-2b(2). The concept arises in a situation where the party is aware of the highly probable existence of a material fact but does not satisfy himself that it does in fact exist. "Such cases should be viewed as acting knowingly and not merely as viewed as acting recklessly. The proposition that willful blind satisfies for a requirement of knowledge is established in our cases." [citations omitted].
>
> [Id. at 486.]

Here, the record contains respondent's unrefuted testimony that he trusted Hart and believed that he would do the right

thing. Nothing suggests that respondent was or should have been on notice that Hart was doing anything other than what he was supposed to do with those funds. Thus, nothing supports a conclusion that respondent was aware of the "highly probable existence" that Hart was stealing the settlement proceeds. In cannot be found, thus, that respondent was guilty of willful blindness.

We note, incidentally, that respondent's daughter's health problems at the time do not clearly and convincingly establish intent or a motive for misappropriating funds, particularly in the face of evidence that, other than obtaining a reasonable fee for the closings, respondent did not otherwise benefit from Hart's wrongdoing.

We find, thus, that by improperly disbursing settlement funds to Hart, through Hart's companies, that respondent failed to safeguard trust funds, a violation of RPC 1.15(a). He also certified the truth of the representations contained in the HUD-1 settlement statements, knowing that the mortgage lenders and others would rely on the truth of the entries. His conduct in this regard violated RPC 4.1(a) and RPC 8.4(c).

The complaint also charged that respondent engaged in a concurrent conflict of interest (RPC 1.7(a) and (b)), because he did not obtain his clients' informed consent to the representation

of both parties the real estate transactions. Respondent, however, denied that he had represented both the buyers and the sellers. This issue was not fleshed out at the ethics hearing. We, therefore, dismiss the charges for lack of clear and convincing evidence.

As to RPC 8.4(a)(violating or attempting to violate the Rules of Professional Conduct, knowingly assisting or inducing another to do so, or do so through the acts of another), this rule applies only if respondent knowingly induced Hart to misappropriate client trust funds. The record does not support such a finding. We, thus, dismiss this charge as well.

The only issue left for determination is the proper discipline for respondent's failure to safeguard funds, knowingly making false statements on HUD-1 settlement statements, and his reckless failure to ensure that the settlement funds were properly disbursed.

In fashioning the proper discipline for this respondent, In re Stransky, supra, 130 N.J. 38, is instructive (one-year suspension for attorney who failed to safeguard client funds and failed to supervise his non-lawyer employee). Unbeknownst to Stransky, his wife, who was also his secretary/bookkeeper, misappropriated $32,342 from his trust account for her own use. Stransky's wife was able to keep the misappropriation from him

because he trusted her completely and he failed to exercise proper supervision over his attorney or personal accounts.

When the OAE learned that Stransky had overdrawn his attorney trust account, it scheduled a demand audit. The attorney failed to appear and was temporarily suspended. Because Stransky's wife diverted his telephone calls and letters, he did not immediately learn about his suspension.

We found, as did the Court, that the attorney was guilty of more than the negligent recordkeeping that often leads to the invasion of client funds. Stransky was "completely irresponsible in the management of his attorney accounts and totally abdicated his fiduciary responsibilities to his clients for at least an entire year." Id. at 44. The Court found that the attorney's delegation of responsibility over his trust account could not be tolerated, noting that an attorney's fiduciary responsibility for client trusts is a non-delegable duty. The attorney's abdication of that responsibility "set up the scenario through which his wife was able to steal client funds." Ibid.

In In re Hecker, 167 N.J. 5 (2001), the attorney received a three-month suspension for negligent misappropriation of client funds, failure to safeguard funds, failure to supervise a non-lawyer assistant, gross neglect, lack of diligence and recordkeeping violations.

In 1994, Heckler's clerical employee, Gregory Purish, had stolen $15,000 from his trust account by making out a trust account check to himself, forging Heckler's name on the check, and then cashing it. In the Matter of Laurence A. Hecker, DRB 99-379 (August 15, 2000) (slip op. at 2). Shortly thereafter, Purish was arrested for bank robbery. After his early release from prison, Hecker re-hired Purish to do clerical work in his office, on the condition that Purish not handle any financial records or accounts. Heckler also instructed his secretary to keep his attorney trust and business account checkbooks locked up. Heckler, however, forgot that an estate checkbook was in the client file, where Purish found it. Over the course of three weeks, Purish issued to himself and friends ten checks from that estate's checking account, totaling $6,850. We found that Hecker failed to safeguard the Smith estate funds by hiring an individual who he knew had a history of drug and alcohol addiction and a criminal record.

But see In re Bergman, 165 N.J. 560 (2000) and In re Barrett, 165 N.J.. 562 (2000) (companion cases; attorneys reprimanded for failure to supervise secretary/bookkeeper/office manager who embezzeled almost $360,000 from the firm's business and trust accounts, and from a guardianship account; the attorneys cooperated with the OAE, hired a CPA to reconstruct the account,

and brought their firm into full compliance with the recordkeeping rules; a bonding company reimbursed the losses caused by the embezzlement); In re Moras, 151 N.J. 500 (1997) (reprimand for attorney who failed to adequately supervise his secretary, who then stole $650 in client funds; the attorney failed to maintain required records and failed to safeguard client funds; the attorney made restitution); In re Klamo, 143 N.J. 386 (1994) (reprimand for attorney who failed to maintain required records, commingled personal and client funds, failed to adequately supervise a paralegal who embezzled at least $14,345, exhibited gross neglect, and failed to cooperate with the OAE; numerous mitigating factors were noted); and In re Hofing, supra, 139 N.J. 444 (reprimand where a random audit of the attorney's trust and business account records revealed that the attorney had turned over all bookkeeping, recordkeeping and bank duties to his office assistant and bookkeeper and did not review any trust account records or reconciliations; he signed trust account checks in blank to permit the bookkeeper to conduct trust transactions; over a four-year period, the bookkeeper embezzled almost half a million dollars from the attorney's trust account and personal account; mitigating factors considered).

Respondent also made misrepresentations in closing statements. Generally such misconduct leads to the imposition of a

reprimand. See, e.g., In re Agrait, 171 N.J. 1 (2002) (attorney failed to verify and collect a $16,000 down payment shown on the HUD-1, which he was obligated to escrow under the terms of the contract; he thereby breached his fiduciary duty to the lender by failing to collect the deposit; the attorney in granting the mortgage, the lender relied on the attorney's representation about the deposit; he also failed to disclose the existence of a second mortgage prohibited by the lender, thereby engaging in gross neglect and misrepresentation; he also failed to communicate the basis of his fee in writing) and In re Silverberg, 142 N.J. 428 (1995) (attorney learned, after a real estate closing, that his clients had concealed secondary financing; the attorney then failed to correct the inaccuracy in the RESPA; the attorney was also guilty of gross neglect and lack of diligence; strong mitigating factors considered, including a psychiatric disorder and a finding that the attorney was an innocent party in the scheme masterminded by the seller's attorney and the broker).

In more serious situations, suspension have been imposed. See, e.g., In re De La Carrera, 181 N.J. 296 (2004) (three-month suspension for attorney who, in one real estate matter, failed to disclose to the lender or on the HUD-1 that the sellers had taken back a second mortgage from the buyers, a practice prohibited by the lender; in two other matters, the attorney also disbursed funds

prior to receiving wire transfers, resulting in the negligent invasion of other clients' trust funds; the discipline was enhanced because the case proceeded on a default basis); In re Nowak, 159 N.J. 520 (1999) (three-month suspension for attorney who prepared two settlement statements that failed to disclose secondary financing and misrepresented the sale price and other information; the attorney also engaged in a conflict of interest by representing both the second mortgage holders and the buyers); In re Fink, 141 N.J. 231 (1995) (six-month suspension for attorney who failed to disclose the existence of secondary financing in five residential real estate transactions, prepared and took the acknowledgment on false HUD-1 statements, affidavits of title, and Fannie Mae affidavits and agreements, lied to prosecuting authorities, and failed to witness a power of attorney); In re Newton, 157 N.J. 526 (1999) (one-year suspension for preparing false and misleading HUD-1 statements, taking a false jurat, and engaging in multiple conflicts of interest in real estate transactions; a major factor in the imposition of a one-year suspension was the attorney's participation in the scheme to defraud the lenders); and In re Frost, 156 N.J. 416 (1998) (two-year suspension for attorney who prepared misleading closing documents, including the note and the mortgage, the Fannie Mae affidavit, the affidavit of title, and the settlement statement; the attorney also breached an escrow

agreement and failed to honor closing instructions; the attorney's ethics history included two private reprimands, a three-month suspension, and a six-month suspension).

Here, in an incredibly misguided fashion, respondent allowed Hart to dictate the disbursement of funds and to make false entries on the HUD-1 settlement statements.

Respondent's conduct is more analogous to Stransky's (one-year suspension) than Hecker's (three-month suspension). In Stransky, the Court found that the attorney had "set up the scenario" that enabled his wife to steal the funds. He abdicated his fiduciary responsibilities for at least one year. Here, too, respondent's abdication of his responsibilities enabled Hart to steal closing funds. His conduct was more serious than Hecker's (re-employing a known criminal, whom he failed to adequately supervise), in that respondent's conduct included his false certifications on the HUD-1 settlement statements and certifying to the truth of the entries, knowing that mortgage lenders and others would rely on those entries.

Respondent, therefore, deserves a one-year suspension for his failure to safeguard funds, failure to supervise Hart's actions, misrepresentations in closing documents, abdication of his responsibilities in his real estate transactions, and reposing unreasonable trust in an individual about whom he knew little.

As indicated earlier, respondent has been temporarily suspended for eight years, since July 2000. We, therefore, determine that the one-year suspension should be retroactive to July 20, 2000, the effective date of respondent's temporary suspension.

We further determine that, because of respondent's long absence from the practice of law, he should complete the core courses offered by the Institute for Continuing Legal Education, including courses in office management, accounting, and professional responsibility. We also determine that he should practice under the supervision of an OAE-approved proctor until such time as the OAE finds that a proctor is no longer needed.

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 Nedum C. Ejiogu
Docket No. DRB 08-163

Argued: September 18, 2008

Decided: November 18, 2008

Disposition: One-year suspension

Members	Disbar	One-year Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Pashman		X				
Frost		X				
Baugh		X				
Boylan		X				
Clark		X				
Doremus		X				
Lolla		X				
Stanton		X				
Wissinger		X				
Total:		9				

Julianne K. DeCore
Julianne K. DeCore
Chief Counsel