SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 14-105
District Docket No. XII-2013-0030E

IN THE MATTER OF	
ESTELLE FLYNN LORD	
AN ATTORNEY AT LAW	

Decision

Argued: July 17, 2014

Decided: October 27, 2014

Carl Louis Peer appeared on behalf of the District XII Ethics Committee.

Catherine Mary Brown 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 XII Ethics Committee (DEC). A three-count amended complaint charged respondent with having violated RPC 1.6(a) (revealing confidential information relating to the representation of a client), RPC 1.7 (no subsection cited - conflict of interest); and RPC 1.16(b), (c),

and (d) (improper termination of representation). We determine to impose a reprimand.

Respondent was admitted to the New Jersey bar in 1983. She has no history of final discipline.

On March 18, 2013, the parties entered into a stipulation of facts. At the November 21, 2013 DEC hearing, the parties agreed that the stipulation of facts represented "the entire factual record." No testimony was taken at the DEC hearing. It consisted solely of the presenter's and counsel for respondent's arguments. The pertinent stipulated facts are as follows:

Prior to retaining respondent, Angela Balbuena filed a pro se complaint in Passaic County Superior Court, Law Division, Special Civil Part, seeking the payment of $600 for services that DABA Pest Control, LLC, a company that Angela operated with her husband, Darwin Balbuena, rendered to Fernanda Amaya. Amaya filed an answer to the complaint, as well as a third-party complaint, which sought damages in excess of the jurisdictional limit of the small claims section.

On November 23, 2011, the Balbuenas retained respondent to represent them in the ongoing lawsuit, executing a fee agreement for that purpose. The agreement provided for a $1,500 minimum "retainer fee" and an hourly rate of $250.

A trial was scheduled for February 29, 2012. After mandatory mediation was unsuccessful, the parties went to trial, which started and was continued to March 29, 2012, due to a death in Darwin's family.

On March 27, 2012, respondent sent the Balbuenas a letter, memorializing their telephone conversations about a possible settlement. Primary among the issues raised was the couple's statement to respondent that Darwin would not attend the March 29, 2012 trial. Respondent's letter warned the Balbuenas that serious consequences could befall them, if they did not appear for trial: they could expect an "at least" twenty-year judgment against them and DABA; bank levies, wage executions and their personal property could be used to satisfy such a judgment; their futures could be ruined by their "fool-hardy and petulant acts;" their extermination licenses could be adversely affected; and any potential criminal contempt action by the court could negatively affect their immigration status.

The letter also expressed respondent's shock and dismay at the Balbuenas' "end strategy" of acting without good faith and deciding to "abandon the trial." The letter continued:

> In light of your decision not to appear at trial, I request that you provide to me a letter that I may present to the Court stating that you

> are abandoning all defenses and participation of any kind in this case, on behalf of yourselves and DABA Pest Control LLC. I do not know what the reaction of the Court will be, but I hope that this letter will prevent the Court from holding the both of you in contempt of court for your failure to appear for the second day of trial.
>
> Of course, I have an obligation to appear in court on Thursday, March 29, 2012, even if you do not appear. I will place on the record that you will not be appearing and will provide to the Court any correspondence that you direct me to forward to the Court in this regard.
>
> [S¶10;Ex.D.][1]

As respondent had requested, Angela prepared a letter, but for the trial judge, not for respondent. In turn, the trial judge shared the contents of the letter with respondent and the opposing attorney.

On March 29, 2012, while in court, the parties to the lawsuit executed a marked-up stipulation of settlement, with a final version to be circulated and executed at a later time.

The stipulation of settlement provided that the Balbuenas/DABA would pay Amaya $6,000 in twelve monthly

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[1] "S" refers to the March 18, 2013 stipulation of facts between the parties.

installments of $500, with the first payment due on or before April 25, 2012. The agreement also required the Balbuenas to give Amaya five days' prior written notice, if a payment was going to be late, and provided that, if they defaulted, Amaya could obtain a $15,000 ex parte judgment against them in just five days, after filing a notice of default.

On April 5, 2012, respondent sent the Balbuenas a bill for legal services totaling $11,400.50, with a balance due of $8,900. Respondent offered the Balbuenas a $4,000 discount, if they paid her the remaining balance by July 1, 2012.

Eleven days later, on April 16, 2012, respondent sent the Balbuenas the pre-action notice that R. 1:20A-6 requires an attorney send a client thirty days before filing a lawsuit against that client for attorney fees. The letter informed them of their right to fee arbitration.

Nine days later, on April 25, 2012, respondent sent the Balbuenas correspondence reminding them that the first installment of $500 was due that day and advising them that opposing counsel had told her that the payment had not been received. Respondent's letter stated that she had "tried to reach you via telephone on several occasions to make arrangements for you to sign the typed up Settlement Agreement,

but you either do not answer the telephone or you hang up on me."

The following day, respondent sent opposing counsel a copy of her April 25, 2012 letter to the Balbuenas, along with a letter urging the attorney not to file an ex parte application for a default judgment until she could determine the reason for the delay in payment.

On April 30, 2012, respondent sent the Balbuenas a final draft of the previously marked-up settlement agreement. Her cover letter advised them that opposing counsel had agreed not to file an ex parte application to the court, without first notifying her. Respondent also told the Balbuenas that she would undertake no further efforts on their behalf.

By letter of even date to respondent, opposing counsel stated that, unless he received the Balbuenas' payment by the end of that day (April 30), he would seek a judgment against them. Respondent immediately forwarded counsel's letter to the Balbuenas. On that Sunday, opposing counsel filed an application for default judgment, attaching his copy of the letter that respondent had written to the Balbuenas on April 25, 2012, stating that they had "hung up" on her.

On May 1, 2012, respondent forwarded a copy of the certification of default to the Balbuenas and terminated the representation. She directed them to contact the court for further information about their case.

Respondent stipulated that neither of the Balbuenas "expressly" authorized her to forward to opposing counsel the April 25, 2012 correspondence to them.

As already mentioned, the November 21, 2013 DEC hearing was limited to the parties' arguments. They produced no witnesses, preferring to rely solely on the facts contained in the joint stipulation. Although the presenter and respondent's counsel presented their arguments on that day, those arguments are also expressed in their post-hearing materials. They are as follows:

I. The Release of Confidential Client Information

1. The Presenter's Argument

Count one of the amended complaint charged respondent with a violation of RPC 1.6(a). The presenter addressed that and the other charges, in his October 3, 2013 post-hearing memorandum of law.

RPC 1.6(a) states that "a lawyer shall not reveal information relating to representation of a client unless the

client consents after consultation, except for disclosures that are impliedly authorized in order to carry out the representation, and except as stated in paragraphs (b), (c), and (d)."

The presenter argued that respondent's April 25, 2012 letter to the Balbuenas, which painted them in a bad light, was sent while respondent was still representing them. At the time, opposing counsel was threatening to seek an ex parte judgment against the Balbuenas for defaulting on the settlement agreement. According to the presenter, the troubling portion of the letter was that section in which respondent stated, "I have tried to reach you via telephone on several occasions to make arrangements for you to sign the typed up Settlement Agreement, but you either do not answer the telephone or you hang up on me." The presenter noted the lack of evidence that the Balbuenas had waived the attorney-client privilege. The presenter argued that, by divulging confidential information relative to her clients, respondent violated RPC 1.6(a).

2. Respondent's Counsel's Argument

In her July 23, 2013 post-hearing memorandum of law, which was submitted with a motion to dismiss the amended complaint,

counsel argued that respondent's forwarding the letter to her adversary did not violate RPC 1.6(a) for two reasons.

First, the disclosure of the April 25, 2012 letter was "impliedly authorized to carry out the representation." By that time, the attorney-client relationship had deteriorated to the extent that both the court and respondent's adversary were aware of it, if for no other reason than the Balbuenas' March 28, 2012, ex parte letter to the judge. According to counsel,

> [t]he facts of this case reveal an attorney doing her best for clients who no longer wanted anything to do with her. Indeed, unbeknownst to Ms. Flynn Lord, her clients had filed an ethics grievance against her. (Stip. 2, Ex. A).
>
> When Ms. Flynn Lord's letters of April 25 and April 26 are considered together, it is plain that no protected confidence was revealed at all. Rather, the facts reveal a disclosure that was "impliedly authorized to carry out the representation". RPC 1.6(a).
>
> Certainly, it is not often that opposing counsel is copied on a letter to client. But RPC 1.6(a) by its terms and history does not address formalisms, but substance. It is to be remembered, further, that RPC 1.16(d) was operative in the circumstances Ms. Flynn Lord faced, as well as RPC 1.6(a), because by April 25, the attorney-client relationship had broken down irreparably. Nonetheless, Ms. Flynn Lord

> continued to act to "protect the client's interests". RPC 1.16(d).
>
> [RMOL,20.][2]

In the alternative, counsel argued that, even if respondent's statement in her April 25, 2012 letter is subject to RPC 1.6(a), respondent did not violate the rule, because her action fell within an exception:

> RPC 1.6 (b)(2) compels a lawyer to disclose information: "to the proper authorities" "to prevent the client" "from committing ... a fraudulent act that the lawyer reasonably believes is likely to perpetrate a fraud upon a tribunal."
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> [RMOL,22.]

Counsel listed a group of events from which, she contended, respondent could reasonably have concluded that the Balbuenas were not acting in good faith during the representation: their rejection of a $1,400 settlement at mediation; Darwin's "damaging" trial testimony; Amaya's agreement to the $6,000 settlement; the Balbuenas' withdrawal of the settlement authorization and replacement of it with a $1,400 offer; the

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[2] "RMOL" refers to respondent's July 23, 2013 post-hearing memorandum of law.

Balbuenas' intention not to appear at the rescheduled trial date of March 29, 2012 and their statements that they might not make payments; their ex parte letter to the court; the Balbuenas' lack of communication with respondent, post-settlement; and defense counsel's April 25, 2012 admonition to respondent that he had not received the Balbuenas' first payment, which was due that day.

According to counsel, the Balbuenas' failure to pay the first installment and to communicate with respondent "would cause an ordinary reasonable lawyer aware of these facts to conclude that [the] Balbuenas had not bargained in good faith." Therefore, according to counsel, under RPC 1.6(b)(2), respondent was entitled to reveal the letter to her adversary, apparently a "proper authority," in order to avoid a fraud upon the court.

II. The Conflict of Interest

1. The Presenter's Argument

With regard to the RPC 1.7(b) charge (count two of the amended complaint), the presenter argued that respondent's April 16, 2012 pre-action letter to the Balbuenas, "a necessary prerequisite that an attorney must serve before filing a lawsuit against a client for fees," under R. 1:20A-6, was sent while

respondent was still representing them. Indeed, respondent had agreed to be the person to whom any notice of default by the Balbuenas would be sent. By the terms of the stipulation of settlement, which she had yet to finalize, she would be representing them for some time. According to the presenter, the mere filing of the pre-action letter created a conflict of interest situation between attorney and client. The presenter relied on In re Simon, 206 N.J. 306 (2011) (discussed below).

2. Respondent's Counsel's Argument

Counsel for respondent, in turn, argued that respondent was never in a conflict of interest situation. With regard to the timing of the April 16, 2012 pre-action letter, counsel conceded that respondent had not mailed the final draft of the stipulation of settlement to the Balbuenas until April 30, 2012, but she blamed any delay on the Balbuenas, who "would not make arrangements to sign it."

Counsel also asserted that, under Simon, the filing of a pre-action letter does not create a conflict of interest. In Simon, the Court found a conflict because the attorney had filed a complaint against his client to collect his fee. Counsel pointed to the Court's holding that, under RPC 1.7(a), attorneys

cannot sue a present or existing client during active representation or seek any remedy against the client. Counsel contended that filing a pre-action notice was not equivalent to seeking a remedy.

Counsel further argued that the representation was not "active," given that only "ministerial" items remained to be done, at the time of the pre-action letter; therefore, the attorney and client positions were not adversarial. And, even if they were found to be adversarial, "it was an allowable conflict under RPC 1.7(b)(2)," which permits a continued representation "if the lawyer reasonably believes she can still provide competent and diligent representation."

III. Respondent's Termination of the Representation

1. The Presenter's Argument

With regard to the charge in count three that respondent failed to give reasonable notice to the Balbuenas, before terminating the representation, the presenter emphasized that the attorney-client relationship was not strained, when respondent ended it. According to the presenter, the first indication of a strained relationship occurred "nine days after the Pre-Action Notice was served. The April 25th offending letter

is the first evidence of a lack of communication between the lawyer and the client."

The presenter specifically faulted respondent for breaching RPC 1.16(d), which requires the attorney to give the client reasonable notice of intent to terminate the representation. Yet, without prior notice to the Balbuenas, respondent declared, in an April 30, 2012 letter to them, that she would "make no further efforts" on their behalf and terminated the representation.

2. Respondent's Counsel's Argument

Respondent's counsel offered a counterargument to show that the Balbuenas, not respondent, had effectively terminated the representation by their actions, prior to respondent's April 30, 2012 letter. Counsel urged us to consider that, when the Balbuenas answered questions in preparation of their April 12, 2012 grievance, they replied "no" to the questions of whether respondent still represented them and whether their matter was still pending.

With regard to strain between respondent and the Balbuenas, counsel disputed the presenter's statement that none existed, pointing to the Balbuenas' March 28, 2012 letter to the judge.

According to counsel, "the breakdown in [respondent's] relationship with the Balbuenas was obvious to the court and defense counsel from the ex parte letter the [Balbuenas] delivered to the court on March 28."

Counsel acknowledged that respondent performed legal services to the Balbuenas after their letter to the judge, including the preparation of the final stipulation of settlement, which was completed on April 30, 2012. Counsel asserted, however, that

> the settlement agreement imposed no further obligations to fulfill. In short, by April 30 - May 1 everything was over.
>
> It is, thus, simply analytically incoherent to contend that on April 30 - May 1, [respondent] still had: (a) an existing client relationship to withdraw from . . . ; or, (b) after March 29, an active, open matter for which the legal services contracted for in the Retainer Agreement were incomplete . . . ; or (c) after the Balbuenas' failure to cure the default by April 30, any likelihood [sic] that any more contingent notices would be served on [respondent].
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> [RMOL,36.]

Counsel highlighted that, after April 30, 2012, respondent had only "ministerial obligations" remaining under the settlement agreement and that, therefore, the charge that she

improperly terminated the representation "must be dismissed as legally insufficient as a matter of law."

* * *

With regard to count one, the DEC found respondent guilty of having violated RPC 1.6(a), for sharing with her adversary attorney-client privileged information contained in her April 25, 2012 letter to the Balbuenas. The DEC rejected respondent's argument that she had the clients' implied consent to share the letter. To the contrary, there was no communication – actual or implied – with them. Respondent's own correspondence to the Balbuenas revealed that they were not taking her telephone calls and were "hanging up" on her, when they did take a call. Likewise, the DEC rejected respondent's argument that respondent had acted under an exception to RPC 1.6.

Regarding count two, the DEC found respondent guilty of entering into a conflict of interest with the Balbuenas, who were current clients. The DEC noted that respondent was designated as the person to be notified, in the event of a default by the Balbuenas; that she stipulated that the Balbuenas' payment plan would not expire until April 25, 2013; and that she offered the Balbuenas a discount, if they paid their entire bill by July 1, 2012. Therefore, the DEC concluded,

the representation did not end upon the signing of the settlement agreement.

The DEC found that, under Simon, respondent's pre-action letter, sent while the representation was ongoing, created a conflict of interest situation, even though respondent had not yet filed a lawsuit to collect her fee. By simply "inviting [the Balbuenas] to an adversarial proceeding, while she was still representing them," respondent ran afoul of the conflict of interest rule.

The DEC also found respondent guilty of a violation of RPC 1.16, by improperly terminating the representation. The DEC noted the adverse effect that the entry of a judgment would have had on the clients; respondent's failure to make an application to the court to withdraw from the representation; and her failure to give the Balbuenas prior notice, before summarily terminating the representation on April 30, 2012, while there were legal tasks still unperformed.

As indicated previously, the DEC recommended a censure, without citing supporting case law.

Upon a de novo review of the record, we are satisfied that the DEC's conclusion that respondent's conduct was unethical was fully supported by clear and convincing evidence. We determine

that the DEC's findings on this matter, which the parties made needlessly complicated, were largely correct.

Respondent stipulated that she sent an April 25, 2012 letter to her client, in which she took them to task for various perceived shortcomings. She then forwarded that letter to her adversary. In doing so, respondent revealed confidential attorney-client information to her adversary, contrary to RPC 1.6(a). Her counsel's arguments to the contrary are without merit. Not only was there no "implied consent" on the part of the Balbuenas, but none of the rule exceptions apply. We cannot agree with counsel's argument that the letter advanced the client's interests. To the contrary, it was damaging to the Balbuenas, for it cast them in a poor light.

In addition, respondent engaged in a conflict of interest, under RPC 1.7(a)(2), by sending the April 16, 2012 pre-action letter to the Balbuenas. As the DEC correctly found, the Balbuenas were current clients, when respondent sent the letter. Respondent still had legal tasks to perform for her clients, including the preparation and distribution of the final draft of the stipulation of settlement and the monitoring of the installment payments for the year to follow. Notwithstanding counsel's arguments to the contrary, the record clearly and

convincingly establishes that respondent actively represented the Balbuenas when, on April 16, 2012, she "invited them to an adversarial proceeding."

RPC 1.7(a)(2) states, in relevant part: "(a) a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if: (2) there is a significant risk that the representation of one or more clients will be materially limited by . . . a personal interest of the lawyer." Obviously, the collection of legal fees is "a personal interest of the lawyer." But what actions by the attorney constitute "collection," for purposes of the rule?

In Simon, a reprimand case, the Court held that an attorney who sues a present client for fees creates an impermissible conflict of interest that requires termination of the representation. Simon represented a client facing murder charges. Simon had generated considerable pre-trial fees plus expenses, but had been paid only a portion of them by relatives of the defendant. With his fees still outstanding, and prior to the schedule of a trial date, Simon sent the family four letters, over the course of four months, seeking payment. Each letter contained a warning that, if the family did not arrange

for payment, he would seek to be relieved as counsel. Other correspondence to them indicated that, if payment was not forthcoming, he intended to file suit. In re Simon, supra, 206 N.J. at 308-309. Hearing nothing, Simon filed a motion to be relieved as counsel, which was denied. A trial date was set for four months later.

Thereafter, Simon appealed the trial court's decision. When he learned that the family had transferred assets to another family member for a nominal sum, he filed suit against both the family member and his client, even though he allegedly never expected to collect any monies from the client. When the client learned about the suit, he contacted the court and asked that respondent be relieved as counsel. The judge then entered an amended order, relieving Simon as counsel. At fee arbitration, Simon was awarded $55,000 against the defendant's brother and mother. The DEC, this Board, and the Court all found that Simon had violated RPC 1.7(a)(2) by suing a present client. In re Simon, supra, 206 N.J. at 313.

The Court quoted our conclusion that, "despite the paucity of rule or law on the subject – or precisely because of it – the basic truth is that lawyers cannot sue present clients without immersing themselves in an untenable conflict of interest." Id.

at 313-314. The Court held that, "as the DRB points out, by filing suit against his client for unpaid fees while defending that client against murder charges, respondent violated RPC 1.7(a)(2) by placing himself in an adversarial relationship vis-à-vis his client and thus 'jeopardize[ing] his duty to represent [his client] with the utmost zeal.'" Id. at 318. The Court added: "Respondent's arguments to the contrary are unpersuasive. Given the clarity of our *RPCs*, there can be no legitimate confusion about a lawyer's ability to sue an existing or current client." Ibid.

The relevant question is whether Simon applies to a case in which the attorney has only launched the first salvo — the required pre-action letter — in collecting a fee, but has not yet sued the client.

Under R. 1:20A-6, an attorney may not sue the client for fees, without first sending a pre-action letter affording the client an opportunity to resolve the dispute through the fee arbitration process. That required letter is no less an indicator that the attorney is pursuing the collection of the fee than is an actual suit. In Simon, the parties were well past the fee arbitration stage. Therefore, the Court did not have to visit this question. Having said that, nothing in the Court's

opinion suggests that sending a pre-action letter is any less litigious an act or that it would not signal the beginning of an adversarial relationship between the attorney and the client. Indeed, the relationship between the Balbuenas and respondent deteriorated after the pre-action letter. By respondent's own admission, they hung up on her, when she called them.

We, thus, find that the rationale in Simon logically supports the proposition that a pre-action letter to a current client creates a conflict of interest, under RPC 1.7(a)(2).

Finally, there are the RPC 1.16(b), (c), and (d) charges that respondent failed to take appropriate steps to terminate the representation. The applicable subsection dealing with respondent's conduct is (d). That subsection required respondent to take appropriate steps to protect the client's interests, "such as giving reasonable notice to the client [and] allowing time for employment of other counsel." Instead, respondent summarily ended the representation, without prior notice to the Balbuenas, at a time when her legal work on their behalf was incomplete. On that basis, we find that respondent violated RPC 1.16(d). We dismiss the charged violations of RPC 1.16(b) and (c).

In summary, respondent revealed confidential client information to her adversary, engaged in a conflict of interest, and failed to properly terminate the clients' representation.

Since 1994, it has been a well-established principle that a reprimand is the standard measure of discipline imposed on an attorney who engages in a conflict of interest. In re Berkowitz, 136 N.J. 148 (1994). If the conflict involves "egregious circumstances" or results in "serious economic injury to the clients involved," then discipline greater than a reprimand is warranted. Id. at 148.

In special situations, admonitions have been imposed on attorneys who have violated the conflict of interest rules post-Berkowitz. See, e.g., In the Matter of Cory J. Gilman, 184 N.J. 298 (2005) (attorney admonished for an imputed conflict of interest, among other violations, based upon his preparation of real estate contracts for buyers requiring the purchase of title insurance from a company owned by his supervising partner; compelling mitigating factors present) and In the Matter of Carolyn Fleming-Sawyerr, DRB 04-017 (March 23, 2004) (attorney admonished for, among other things, engaging in a conflict of interest when she collected a real estate commission upon her sale of a client's house; mitigating factors were the attorney's

unblemished fifteen-year career, her unawareness that she could not act simultaneously as an attorney and collect a real estate fee, thus negating any intent on her part to take advantage of the client, and the passage of six years since the ethics infraction). Here, there are no mitigating circumstances justifying an admonition.

Respondent also divulged confidential information about the Balbuenas to her adversary. Attorneys who have done so or threatened to do so have received reprimands. See, e.g., In re Chatarpaul, 175 N.J. 102 (2003) (motion for reciprocal discipline; the attorney threatened to divulge privileged information about the client, in order to collect outstanding legal fees) and In re Hopkins, 170 N.J. 251 (2001) (motion for discipline by consent; the attorney represented two couples, the Oliveris and the Fords, in their apparently uncontested divorces; respondent was aware that, after the couples' divorces were finalized, Ms. Oliveri sought to marry Mr. Ford; however, while the matters were pending, the attorney discussed Mr. Ford's confidential financial information with Ms. Oliveri, in violation of RPC 1.6(a); the attorney was also found guilty of a conflict of interest (RPC 1.7(a)).

Finally, violations of RPC 1.16(d) (usually, the failure to return a file) are generally met with an admonition, even when found alongside other minor misconduct. See, e.g., In the Matter of Michael James Geron, DRB 12-307 (January 22, 2013) (attorney failed to comply with the client's repeated requests for her file upon the termination of representation; waited nearly three years to have an arbitration award reduced to a judgment; failed to comply with the client's reasonable requests for information about the matter; and failed to set forth in writing the basis or rate of his legal fee); In the Matter of William E. Wackowski, DRB 09-212 (November 25, 2009) (attorney failed to return the client's file upon termination of the representation, despite the client's several requests for the file; failed to advise the client of an erroneous administrative dismissal of the client's complaint; and failed to take steps to ensure that the court's records were adjusted accordingly); and In re Nelson, 164 N.J. 108 (2000) (attorney failed, upon termination of the representation, to return the file to the client; failed to file an appeal within the prescribed time; and failed to communicate directly with the client about the status of his matter).

The sole mitigating factor here is that respondent has no prior discipline, in over thirty years at the bar. There are no aggravating factors.

All in all, we determine that a reprimand is sufficient discipline for respondent's overall conduct. Hopkins received a reprimand for revealing a client's confidential information and engaging in a conflict of interest. The admonition usually meted out for RPC 1.16(d) violations should not serve to elevate the discipline to a higher degree, particularly because of respondent's long and untarnished professional record.

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
Bonnie C. Frost, Chair

By: Ellen A. Brodsky
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Estelle F. Lord
Docket No. DRB 14-105

Argued: July 17, 2014

Decided: October 27, 2014

Disposition: Reprimand

Members	Disbar	Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Frost			X			
Baugh			X			
Clark			X			
Gallipoli			X			
Hoberman			X			
Rivera			X			
Singer			X			
Yamner			X			
Zmirich			X			
Total:			9			

Ellen A. Brodsky
Chief Counsel