SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 06-215
District Docket No. XIV-04-598E

IN THE MATTER OF	
SAMUEL GEN	
AN ATTORNEY AT LAW	

Decision

Argued: November 16, 2006

Decided: December 14, 2006

Richard J. Engelhardt appeared on behalf of the Office of Attorney Ethics.

Kim D. Ringler and Frederick J. Dennehy 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 motion for reciprocal discipline filed by the Office of Attorney Ethics (OAE), following respondent's disbarment in New York. In the words of

the hearing panel, it is an "unusual case." The New York disbarment stemmed from respondent's conviction of fourth degree attempted grand larceny, which, for disciplinary purposes in that state, is deemed a "serious crime."

The OAE seeks respondent's disbarment in New Jersey. For the reasons expressed below, we determine to impose an indeterminate suspension on respondent, with the condition that he may not seek reinstatement in New Jersey until after he is restored to the practice of law in New York.

Respondent was admitted to the New Jersey and New York bars in 1994. He lives in New York City and does not maintain an office for the practice of law in either state. Respondent has no disciplinary history, although he was ineligible to practice law from September 15, 2003 until March 12, 2004.

On November 19, 2003, respondent and James Meiskin were indicted in the Supreme Court of the State of New York, County of New York, on two counts of second degree grand larceny and two counts of bribe receiving by a witness. On June 15, 2004, respondent pled guilty to fourth degree attempted grand larceny, a class A misdemeanor. He was sentenced to a three-year period of conditional discharge, assessed $1120 in fines, penalties,

and surcharges, and required to perform 200 hours of community service.

On November 17, 2004, upon a finding that the offense "constituted a serious crime," the Appellate Division of the Supreme Court of New York, First Department, issued an order referring the matter to the Departmental Disciplinary Committee (DDC) for a hearing. Respondent was directed to show cause why he should not be censured, suspended, or disbarred. Following a hearing on January 21, 2005, the hearing panel recommended respondent's disbarment. On April 24, 2006, the Appellate Division granted the DDC's motion for an order confirming the hearing panel's findings of fact and conclusions of law and ordered respondent disbarred from the practice of law.

Certain aspects of respondent's personal history were relevant to New York's determination that he should be disbarred. Respondent graduated from New York University in 1980. In 1983, NYU awarded him an MBA in finance and an MA in international relations. Thereafter, respondent worked as a bookkeeper and preparer of summaries of news articles until 1985, when he was hired by Philip Morris. During his employment

with Philip Morris, respondent held various non-law related positions. He also attended New York Law School at night.

In 1994, respondent graduated from law school and passed the New Jersey and New York bars. He continued to work for Philip Morris until 1999, but not in a legal capacity. Also, he did not practice law during that five-year period. In fact, save for the conduct giving rise to these disciplinary proceedings, it appears that respondent has never practiced law.

In October 1999, respondent left Philip Morris. "[F]or the next year or so [he] did no work of consequence while he searched for work in the legal field." Thereafter, he "performed computer data entry on a per diem or hourly basis at placements arranged by a legal temporary employment agency." Respondent's first assignment was with Merrill Lynch, where he worked for almost two years. He then worked for UBS-Warburg for four months, ending in 2003.

In May 2003, respondent submitted a resumé to the Meridian Legal Search agency, in an attempt to find employment in the legal field. The resumé falsely stated that respondent had (1) maintained an office for the practice of law from October 1999 to July 2000, and (2) been an attorney in Merrill Lynch's legal

department where he negotiated and drafted "ISDA" master credit agreements. In addition, the resumé "also implied, contrary to fact, that Respondent had acted as Philip Morris's agent in negotiating and drafting complex information technology, out-sourcing and equipment contracts."

Apparently, respondent was unsuccessful in his search for law-related employment. Since February 2004, he has worked in his uncle's accounting firm, "where he performs computer data-entry, analyzes computer-generated tax returns and reconciles bank statements."

The events giving rise to respondent's indictment and guilty plea began to unfold in September 2003, when respondent's friend, James Meiskin, asked him to meet with the police with respect to the burglary of Meiskin's apartment and theft of his plasma television. Later, Meiskin told respondent that he knew the burglar, whose name was John Shannon Olexa, and that Olexa had been arrested. Meiskin asked respondent if he could help Meiskin obtain restitution from Olexa in exchange for a lenient victim statement. Respondent agreed to do so, with "no explicit or implicit agreement with Meiskin to be paid for his assistance or to receive any share of the proposed restitution."

Respondent sought advice with respect to Meiskin's request from a former law school classmate and criminal lawyer, Robert Cardenas. Respondent testified that Cardenas told him that a burglary victim could legally request lenient treatment of the burglar, in exchange for the burglar's payment of restitution to the victim. Respondent further testified that Cardenas told him that two agreements were required: one providing for restitution in an amount equal to the physical damage to the apartment, and one providing for the waiver of civil liability. According to respondent, Cardenas provided him with a template for each agreement.

On September 24, 2003, respondent "left a telephone message with the Olexa family, identifying himself as Meiskin's attorney and asking Olexa's mother to return his call." Larry Hochheiser, the Olexa family attorney, returned the call. During the telephone conversation, respondent stated to Hochheiser that, in exchange for $100,000, Meiskin would provide a favorable victim's statement and a waiver of civil liability. Hochheiser agreed to discuss the proposal with the Olexa family.

In three subsequent telephone conversations (which Hochheiser recorded), respondent attempted to promote the

arrangement and allay Hochheiser's expressed concerns about the need for and propriety of the proposed deal. The panel detailed what happened thereafter:

> On October 3, 200[3], Respondent received a telephone call from a man who identified himself as James Powers ("Powers"), a friend of Olexa's stepfather. [In fact,] Powers was an undercover detective with the New York County District Attorney's Office. In the October 3 discussion, Powers suggested a meeting.
>
> Before meeting with Powers, Respondent drafted a written agreement along the lines Cardenas had recommended, and requested Cardenas' review and input. The draft agreement promised that Meiskin would assist with the defense "to the full extent permissible by law" and provide a victim's statement seeking a minimum sentence for Olexa. The draft further provided that the terms of the agreement would be "subject to the legal limitations of the role of a crime victim under New York State criminal procedure." An annexed draft witness statement urged the Court to give Olexa a second chance and be "merciful" in imposing the lightest possible sentence. On the next day, Cardenas reportedly told Respondent that his draft was "perfect."
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> In the course of his meeting with Powers on October 9, 2004, Respondent spelled out his proposal in the following terms:
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> > "And yeah, there is opportunity here, with, you know, the

assistance and cooperation for Shannon [Olexa] to get the most lenient treatment. And, when we conclude with the arrangement, just so you'll know, if you're asking what is he going to get for, for his money, essentially. A hundred percent cooperation, which is what? Which is, you know, James [Meiskin] will refuse to testify, you know, and cooperate with the D.A."

* * *

"Anyway — so he gets full cooperation, meaning what? We won't testify against Shannon. We'll advocate to the D.A. and to the court. We'll have a sample statement for you to look over, for the most lenient treatment possible for Shannon. We'll represent to the D.A. and the court that full restitution, you know, has been made. And the victim, you know, doesn't feel any more additional, you know penalty, you know, is necessary in this case. You can read the statement. You'll see fully what that is."

Respondent went on to explain that his client would also waive civil liability, which is "where that extra number comes from," and that although Olexa's payment of $10,000 in restitution would be disclosed to the District Attorney's Office, the civil settlement would be embedded in an undisclosed "private" agreement. Respondent stated that Meiskin would tell the

prosecutor that restitution was only $10,000 because a higher number would "trigger additional procedures in the system." He told Powers that the additional $90,000 he was seeking would cover additional physical damage and give Olexa immunity against a civil action and also "give[] him full cooperation. You know he [Meiskin] won't testify against Shannon."

Respondent also painted a picture of Olexa's stepfather's life "in the absence of this deal," taking a ferry to Rikers, taking the bus to Ossining every weekend, worrying about "the kid," who is "not going to do well . . . in the institution. He's a young, healthy, attractive guy, and they say he has a substance abuse problem." Respondent pointed out that Olexa's imprisonment would take a big toll on the family, as would the expense of defending a civil suit. Respondent stated that "[i]n the absence of a deal, yeah, I mean, we'll go to the D.A., we'll say it's $25,000 worth of damages . . . . He'll say, Your Honor, this guy, you know, violently broke into this residence and created, you know, $25,000 [in damages] – you don't want that.

Respondent assured Powers that the arrangement would be in writing, and provided him with the draft he had sent for Cardenas' approval that day. Powers tried to negotiate a price lower than $100,000, and Respondent offered to split the difference. They left it that Powers would speak again to Respondent after conferring with Olexa's stepfather.

[Recommendation of Hearing Panel at 5-7.]

Respondent and Powers had another telephone conversation the next day, October 10, 2003. Powers stated to respondent that Olexa's stepfather had agreed to pay Meiskin $75,000 and asked that the draft agreement be revised to state that Meiskin "will not cooperate with the D.A., and that he would not testify if he's asked to." When Powers stated that "one of the ways that we could alleviate any problems with this case, is that if [Meiskin] refuses to cooperate with the District Attorney," respondent answered "Okay, not a problem."

During an October 15, 2003 telephone conversation, Powers told respondent that he was faxing proposed changes to the draft. Respondent stated that the $10,000 restitution payment and the $65,000 balance should be paid by certified checks. Powers and respondent arranged to meet at week's end.

The proposed changes included the following:

> (i) deleting the promise to cooperate with the Defense "to the extent permissible by law"; (ii) substituting a promise that Meiskin will "refuse to cooperate with the District Attorney's Office and if necessary will not testify against Olexa in connection with the charges under any circumstances;" and (iii) deleting the sentence that would subject Meiskin's cooperation "to the legal limitations of the role of a crime victim under New York State criminal procedure."

[Recommendation of Hearing Panel at 8.]

Respondent did not discuss or review these proposed changes with Cardenas, his uncle (who was an attorney), or anyone else. Respondent admitted that he knew the proposed changes were "morally, ethically and legally wrong."

The next day, October 16, 2003, respondent and Powers discussed the proposed changes to the draft agreement. Respondent confirmed that Meiskin would refuse to testify, although respondent would not commit to reducing that to writing, stating "[y]ou can't make agreements not to cooperate with the authorities." When Powers reminded respondent that they had "a verbal agreement not to cooperate with authorities," respondent replied "[t]his is 100% right."

Respondent also refused to put into writing that Meiskin would not cooperate with the D.A. because that "would get Meiskin and Olexa's stepfather in trouble." Rather, respondent agreed to put into writing that Meiskin would not "take any action or make any statement that would be detrimental to the Defense." According to respondent, this statement was "broad enough to 'cover' not cooperating with the D.A. and not giving

testimony adverse to Olexa." Respondent assured Powers that this was how "these [agreements] are captured." He concluded: "[W]e all know what [Olexa's stepfather] wants. And we're all in agreement, but you can't write down that."

The "closing" on the agreement was scheduled for October 17, 2003, in Powers' office. The day before, respondent expressed concern that there might be secret recording devices present. When respondent and Meiskin arrived at Powers' office, respondent insisted that the meeting take place at another location, apparently due to his continued concern about surveillance. Upon respondent's insistence, the meeting was moved to another location.

At the meeting, after Meiskin assured Powers that he would not testify against Olexa, Powers asked what would happen "if we didn't have a deal." Respondent answered:

> I am going to go Monday morning to Supreme Court. I will file a civil case against Shannon Olexa for 250 million dollars . . . . Shannon will be faced with civil charges and criminal charges and it'll be in the victim's concern to see that he gets a criminal offense because we have a civil case pending as well . . . .
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> [Recommendation of Hearing Panel at 9.]

When the meeting had concluded, and respondent and Meiskin accepted the cashier checks in exchange for the executed agreement that "effectively promis[ed]" Meiskin's non-cooperation with Olexa's prosecution, respondent and Meiskin were arrested.

Before the hearing panel, respondent conceded that the agreement he had negotiated provided that Meiskin would be paid for his refusal to cooperate with the prosecution of Olexa, and that Meiskin would "give testimony favorable to Olexa if compelled to take the stand." Respondent also admitted that "he broke the law, ha[d] no technical defense to his offense, and was not mentally ill when he negotiated the subject agreement."

In mitigation, respondent's wife, sister, brother-in-law, and uncle all testified to respondent's good reputation for honesty, integrity, truthfulness, and "sound ethics." Each of them considered his misconduct an aberration. In fact, respondent's uncle, who was a lawyer, stated that, if respondent were permitted to practice law in the future, he would employ respondent as an attorney "without question."

Respondent also submitted character letters from his father, a cousin, and a friend, each of whom wrote that, as a

result of the criminal offense, respondent has suffered emotional pain and humiliation, and has expressed remorse.

In mitigation, respondent testified that he had performed charitable work for the Central Park Conservancy and had volunteered, through the Association of the Bar of the City of New York, to assist families of the victims of the September 11, 2001 tragedy. With respect to his misconduct, he testified that, when he initiated contact with Olexa's family, he intended only to negotiate a legitimate restitution agreement, as advised by Cardenas. However, "he was 'carried away' in his effort to do a good job for his friend, [and] that his inexperience as an attorney impaired his resistance to Powers' proposals." Respondent also testified that his misconduct did not result in financial gain; he cooperated with the D.A.'s Office and the DDC; and that he has already suffered "considerable pain, humiliation and economic hardship by virtue of his conviction."

In recommending respondent's disbarment, the hearing panel engaged in the following analysis:

> Respondent admittedly demanded substantial payments from the family of a burglary suspect "in return for squelching a case, stopping a prosecution, even providing inaccurate testimony, if it came to that."

His extortion and promises to secure his client's non-cooperation with the District Attorney's Office and favorable testimony, if needed, were tape-recorded and are not open to dispute. The same is true of his threats of vigorous prosecution and unfavorable testimony against the suspect if his family failed to meet Meiskin's demands. Had Respondent been convicted of the felony charged in the criminal complaint with respect to this conduct he would have been subject to automatic disbarment under Judiciary Law § 90(4)(b). Although the mere fact that Respondent was charged with a felony is not in and of itself an aggravating factor, Respondent's pursuit of a course of conduct so clearly prejudicial to the administration of justice reflects adversely on his character and fitness to practice law, and in the Panel's view is sufficient cause for disbarment.

Respondent's family members testified that they regarded Respondent's offense to be aberrational. Although this may be true in the sense that Respondent is not known to have engaged in criminal conduct in the past, this is not a case in which a practicing attorney with an unblemished record makes a single misstep out of character with his habitual compliance with ethical canons. In this unusual case, because Respondent has never practiced law, the only facts known about his integrity as an attorney are (i) that in his only representation of a client he tried to broker a corrupt arrangement involving non-cooperation with a prosecutor, even to the point of suborning perjury, and (ii) that he provided a headhunter with a fraudulent resume in which he grossly misrepresented

his ministerial data-entry jobs as experience in the drafting and negotiation of complex contracts for Fortune 10 clients. Although Respondent has not been charged with a disciplinary violation in connection with that attempted fraud, his admitted falsification of his resume in an effort to obtain work as a lawyer casts further doubt upon his judgment and integrity.

It also bears noting that Respondent's offense was not committed on a single aberrant day, but rather played out in 14 separate communications over the course of several weeks. Although the Panel credits Respondent's testimony that he started out with the intention of negotiating a restitution agreement within the letter of the law, and although he informally solicited input from an acquaintance as to how to articulate his client's demands without crossing the line to bribery or extortion, there is no question that he deliberately crossed that line when he repeatedly made facially improper commitments that his acquaintance had neither recommended nor endorsed.

It is also plain from Respondent's unambiguous inducements and threats to Powers that Respondent was an active proponent of the improper arrangement, and not merely a passive messenger or dupe. Under these circumstances, Respondent's inexperience as a lawyer is plainly not a mitigating factor. Respondent was not a naive young man when he undertook this scheme, but a 47-year-old holder of three advanced degrees who was experienced enough to try to sanitize the written version of the improper agreement and to express

> concern that his verbal commitments were being secretly recorded. Having allegedly educated himself as to how to obtain restitution for his client legally, Respondent deliberately disregarded this advice in favor of a course of conduct that he admittedly knew to be improper. To state the obvious, it does not take experience in the legal profession to understand that the tenor of a client's sworn testimony should not turn on the amount of money a suspect's family can be induced to pay for a favorable outcome.
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> Respondent's explanations that he was simply "carried away" by the negotiations, and determined to impress his friend by doing a good job are also not mitigating factors. To the contrary, members of the bar are entrusted with the proper administration of law, and attorneys who lack the fortitude and character to resist invitations to obstruct justice lack the requisite fitness to practice law.
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> [Recommendation of Hearing Panel 12-14.]

In agreeing with the hearing panel's recommended sanction of disbarment, the Appellate Division explained:

> In determining the appropriate sanction to be imposed, we note that the underlying conviction arises out of an extortionate scheme to obstruct justice by which respondent demanded payment in exchange for possibly perjurious testimony, conduct which strikes at the heart of the proper administration of justice and adversely reflects on his character and fitness to practice law. Respondent demanded the

> payment of $100,000 to secure his client's refusal to cooperate in the prosecution of a burglary suspect, and to provide favorable testimony if the client's appearance was required. Moreover, respondent threatened that absent payment, his client would testify against the burglary suspect, and that he would seek a lengthy prison term, resulting in profound hardship to the family and the suspect, and would also file a $250 million lawsuit.
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> With regard to mitigation, respondent, as a non-practicing attorney, could point to no established record of upholding the strict ethical standard of the legal profession. Indeed, respondent's two forays into the legal field produced a fictionalized version of his legal experience in a resume, and the underlying, failed attempt to obstruct justice by extorting money in exchange for favorable, and likely prejudicial testimony. The foregoing, coupled with an utter lack of any positive legal experience, evidence a level of dishonestly completely inconsistent with his relatives' stated confidence in his integrity. As a result, we agree with the Panel that the appropriate sanction in this matter is disbarment . . . .
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> [Opinion of Supreme Court, Appellate Division, First Judicial Department ("Opinion") at 8-9.]

Following a review of the record, we determine to grant the OAE's motion for reciprocal discipline and impose an indeterminate suspension, with the condition that respondent may

not seek reinstatement in New Jersey until after he is restored to the practice of law in New York. Reciprocal discipline proceedings in New Jersey are governed by R. 1:20-14(a)(4), which provides in pertinent part:

> The Board shall recommend the imposition of the identical action or discipline unless the respondent demonstrates, or the Board finds on the face of the record on which the discipline in another jurisdiction was predicated that it clearly appears that:
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> (A) the disciplinary or disability order of the foreign jurisdiction was not entered;
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> (B) the disciplinary or disability order of the foreign jurisdiction does not apply to the respondent;
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> (C) the disciplinary or disability order of the foreign jurisdiction does not remain in full force and effect as the result of appellate proceedings;
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> (D) the procedure followed in the foreign disciplinary matter was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process; or
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> (E) the unethical conduct established warrants substantially different discipline.

In finding that subsection (E) does not apply in this case, our purpose was to make the New Jersey and New York sanctions parallel. Because disbarment in New Jersey is permanent and, in New York, a disbarred attorney may seek reinstatement after seven years, see 22 N.Y.C.R.R. 603.14, the imposition of an

indeterminate suspension in New Jersey, with the condition that respondent may not seek reinstatement in New Jersey until he is reinstated in New York, will operate as the equivalent form of discipline meted out in the sister jurisdiction. In other words, although the descriptions of the discipline imposed differ (disbarment in New York; indeterminate suspension in New Jersey), the net effect will be the same – respondent is barred from practicing law in New Jersey for at least seven years.

"[A] final adjudication in another court, agency or tribunal, that an attorney admitted to practice in this state . . . is guilty of unethical conduct in another jurisdiction . . . shall establish conclusively the facts on which it rests for purposes of a disciplinary proceeding in this state." R. 1:20-14(a)(5). Accordingly, we adopt the findings of the Supreme Court of the State of New York, Appellate Division, First Judicial Department. "The sole issue to be determined . . . shall be the extent of final discipline to be imposed." R. 1:20-14(b)(3).

RPC 8.4(b) states that "[i]t is professional misconduct for a lawyer to . . . commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer

in other respects." Generally, a criminal conviction is conclusive evidence of an attorney's guilt in a disciplinary proceeding. In re Margrabia, 150 N.J. 198, 201 (1997). Thus, for the purpose of this proceeding, respondent's conviction of fourth degree attempted grand larceny in New York is sufficient to establish a violation of RPC 8.4(b).

Here, respondent also violated RPC 8.4(c) and (d), which provide that is professional misconduct for a lawyer to engage in "conduct involving dishonesty, fraud, deceit or misrepresentation" and "conduct that is prejudicial to the administration of justice." In this case, respondent's attempted extortion of Olexa's family and his attempted entry into an agreement whereby his client would refuse to cooperate with the prosecution of Olexa violated both of these rules.

In his brief, respondent "unequivocally admits his wrongdoing." Nevertheless, he seeks a sanction no greater than a seven-year suspension or, in the alternative, a remand of this matter "for a full investigation of the mitigating factors presented." As to the latter, we are bound by the findings of the New York disciplinary tribunals. R. 1:20-14(a)(5). We note further that some of the facts offered by respondent in

mitigation were either rejected by, or not presented to, the New York tribunals.

Since 1984, the Supreme Court has been of the view that "the commission of crimes that directly poison the well of justice . . . ordinarily require disbarment." In re Verdiramo, 96 N.J. 183, 186 (1984) (attorney disbarred after pleading guilty to influencing a witness by asking one grand jury witness not to contradict the untruthful testimony of another witness). See also In re Riqolosi, 107 N.J. 192 (1987), and In re Conway, 107 N.J. 168 (1987) (companion cases in which two attorneys involved in the attempted bribery of a New Jersey State Police officer were disbarred; one attorney was convicted of conspiracy and witness tampering; the other was acquitted); In re Edson, 108 N.J. 464 (1987) (disbarment ordered for attorney who counseled a client to fabricate a defense involving false material facts, provided those facts to an expert, participated as defense counsel while the client perjured himself in municipal court, counseled another client to lie to an arresting officer, and personally lied to the prosecuting attorney); and In re Sajous, 175 N.J. 441 (2003) (attorney disbarred after having failed to appear on return date of order to show cause

why he should not be disbarred; on a motion for reciprocal discipline from New York, we determined that disbarment was required for attorney's attempt to prevent a witness from testifying against his client by hiring a third party to threaten the witness with physical injury; the attorney was convicted of criminal solicitation in the fourth degree, a class A misdemeanor in New York).

Although we recognize that acts such as respondent's ordinarily would result in disbarment in this State, we find that certain circumstances in this case distinguish it from those just cited. First, respondent's misconduct did not bring him personal gain. Second, the agreement he originally drafted, under the guidance of a criminal attorney, was legal. Third, the agreement evolved into an illegal arrangement only after Hochheiser had involved the authorities, a "sting operation" was set up, and respondent was then enticed by an undercover agent to alter the agreement's terms and, therefore, legality.

We rely on these considerations rather than on the cases cited by respondent for lesser discipline. These cases either pre-date Verdiramo, or do not involve the type of gross misconduct involved in this case, or do not involve motions for

reciprocal discipline. See, e.g., In re Friedland, 92 N.J. 107 (1983) (pre-dated Verdiramo); In re Skripek, 156 N.J. 399 (1998) (reprimand imposed upon attorney who resigned from the New York bar following a New York judge's ruling of civil contempt for his failure to obey a court order in his own matrimonial matter); In re Lubin, 152 N.J. 459 (1998) (two-year suspension imposed upon attorney who was disbarred in the state of California for gross neglect, misrepresentation to clients, improper termination of representation and practicing law without a proper license); In re Rosen, 88 N.J. 1 (1981) (pre-dated Verdiramo); In re Labendz, 95 N.J. 273 (1984) (one-year suspension imposed for attorney's attempted perpetration of a fraud upon a federally insured savings and loan association to obtain a mortgage for a client); In re Mocco, 75 N.J. 313 (1978) (pre-dated Verdiramo); In re Kushner, 101 N.J. 397 (1986) (three-year suspension imposed upon attorney who knowingly made a false certification in court to avoid liability on a promissory note he had signed); In re Friedman, 106 N.J. 1 (1987) (improper affixation of jurat to three affidavits of individuals who had not personally appeared before him); In re Silverman, 80 N.J. 489 (1979) (pre-dated Verdiramo); In re

Power, 114 N.J. 540 (1989) (three-year suspension imposed upon attorney who pled guilty to the disorderly persons offense of obstructing the administration of law; the attorney admitted that he (1) purposely advised a client not to disclose any information to law enforcement authorities concerning a stock fraud investigation, (2) advocated the cover-up not for the client's protection, but because of his fear that he was also a target in the investigation; (3) aided an individual in filing a false claim with an insurance company, and (4) forwarded false information to an insurance company; disbarment not required because, among other reasons, the attorney lacked actual knowledge of the falsity of the information submitted to the insurer, and his "misconduct predated the Verdiramo admonition that the commission of crimes which directly poison the well of justice ordinarily will require disbarment"); and In re Giordano, 123 N.J. 362 (1991) (three-year suspension imposed upon attorney who pled guilty in the Superior Court of New Jersey to attempted tampering with public records or information through his participation in a scheme to furnish illegal drivers' licenses in exchange for sexual favors).

Finally, we reject the mitigating factors proffered by respondent, just as they were rejected in New York.

Although we have concluded that disbarment is not warranted for the reasons previously given, we nevertheless must impose stern discipline for respondent's criminal actions. Nothing less than a lengthy period of suspension would address conduct that, in the words of New York's Appellate Division, "strikes at the heart of the proper administration of justice . . . ." We believe that, since respondent will be allowed to apply for reinstatement in New York after seven years, under the circumstances of this case, he should have the same right here. An indeterminate suspension accomplishes that. We, therefore, determine to impose an indeterminate suspension upon respondent, with the condition that he may not seek reinstatement in New Jersey until he is restored to the practice of law in New York.

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
William J. O'Shaughnessy
Chair

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

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Samuel Gen
Docket No. DRB 06-215

Argued: November 16, 2006

Decided: December 14, 2006

Disposition: Indeterminate suspension

Members	Disbar	Indeterminate Suspension	Reprimand	Disqualified	Did not participate
O'Shaughnessy		X			
Pashman		X			
Baugh		X			
Boylan		X			
Frost		X			
Lolla		X			
Neuwirth		X			
Stanton		X			
Wissinger		X			
Total:		9			

Julianne K. DeCore
Julianne K. DeCore
Chief Counsel