SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 15-004
District Docket Nos. XIV-2014-0229E
and XIV-2014-0230E

IN THE MATTER OF	:
EDWARD A. MAC DUFFIE, JR.	:
AN ATTORNEY AT LAW	:

Decision

Decided: May 1, 2015

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

This matter was before us on a certification of the record, filed by the Office of Attorney Ethics (OAE), pursuant to R. 1:20-4(f). The OAE had certified this matter to us as a default on two prior occasions. The OAE withdrew the first certification of the record (DRB 14-064), after we asked why certain undocumented loans that respondent had made, as trustee, to himself, were not considered to be knowing misappropriation. The OAE than filed an amended complaint, charging respondent with knowing misappropriation. Upon respondent's failure to provide an appropriate answer to the complaint, the OAE re-certified the matter to us as a default (DRB 14-337).

In the earlier matters, respondent had twice submitted the same letter to the OAE, in reply to the grievance. The OAE had twice found the reply to be deficient. Afterwards, respondent submitted the same letter as an answer to the amended complaint and offered to supplement it, if the OAE did not deem the "chronological history" of his association with the client to be sufficient. Rather than provide respondent with such an opportunity, the OAE re-certified the matter to us.

By letter dated November 18, 2014, we remanded the matter to the OAE to give respondent a final opportunity to submit a verified, detailed answer to the complaint. When he failed to do so, the OAE once again certified the record to us as a default, which is now before us.

The two-count complaint charged respondent with having violated RPC 1.1(a) (gross neglect), RPC 1.3 (lack of diligence), RPC 1.7(a)(2) (conflict of interest), RPC 1.8(a) (improper business transaction with a client), RPC 8.1(a) (knowingly making a false statement of material fact to a disciplinary authority), RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation), RPC 8.4(d) (conduct prejudicial to the administration of justice), and RPC 1.15(a) (knowing misappropriation), under In re Wilson, 81 N.J. 451 (1979). For the reasons detailed below, we recommend respondent's disbarment.

Respondent was admitted to the New Jersey bar in 1971. In 2008, he was reprimanded for engaging in a conflict of interest and for improperly disbursing a portion of the proceeds from a settlement. There, he represented a husband in a personal injury matter and the wife in a per quod claim, arising from the same incident. Respondent continued to represent the couple, after they separated and filed for divorce, even though their interests became adverse and the wife claimed that respondent favored the husband's interests over her own. Respondent also improperly disbursed settlement funds to the husband, after the wife withheld her consent to the disbursement and the court prohibited payments to anyone other than the parties' attorneys. In re Mac Duffie, 196 N.J. 532 (2008).

In 2010, respondent received another reprimand, this time for negligently misappropriating client funds due to poor recordkeeping practices. In re Mac Duffie, 202 N.J. 138 (2010).

In January 2014, respondent was temporarily suspended for failure to cooperate with the OAE's investigation of this matter. In re Mac Duffie, 216 N.J. 392 (2014). He remains suspended to date.

On March 26, 2015, respondent received a three-month suspension in a default matter. There, the executrix of an estate retained respondent to represent the estate in the sale of real

property. Without the executrix' authorization or knowledge, respondent hired a contractor to remove items from the property, some of which were to have remained on the premises, pursuant to the contract of sale. The removal of certain items altered the condition of the property. Respondent failed to take corrective action, which resulted in the estate's giving the buyer a $3,500 credit. In re Mac Duffie, ____ N.J. ____ (2015).

Service of process was proper in this matter. Paragraphs two through twenty-one of the certification of the record detail the steps that the OAE took to serve respondent with the complaints in the prior default matters, DRB 14-064 and DRB 14-337.

Thereafter, in connection with the present matter, the OAE sent letters, by regular and certified mail, to respondent's home and office addresses (1) attaching the complaint, (2) notifying him that his previous replies to the grievance were insufficient to serve as an answer to the complaint, and (3) instructing him to file a verified answer on or before December 12, 2014. The certified mail to both addresses was returned stamped "return to sender not deliverable as addressed unable to forward." The regular mail, presumably to both addresses, was not returned.

As of the date of the certification of the record, January 7, 2015, respondent had not filed an answer to the complaint.

Count One

Respondent, a sole practitioner, owned Ambassador Builders, LLC (Ambassador Builders), which was engaged in the business of purchasing, "rehabbing," and selling properties.

From 2002 through 2003, respondent performed legal services for Gene Consales,[1] including services to convert one of Consales' properties into condominiums. Thereafter, between July 19, 2006 and December 1, 2008, respondent obtained thirteen loans from Consales. He did not represent Consales during that period.

Nellie Durso was respondent's client for many years.[2] On March 9, 2005, on Durso's behalf, respondent established the Durso Family Trust (the trust). The trust named respondent as trustee and provided that he was to administer and manage the trust funds until Durso's death, at which time he would have "the absolute power and discretion to dispose of the assets of the Trust as he deems appropriate under the circumstances presented to him at the time of [Durso's] death." The trust document, which Durso executed and which was notarized by a notary public, provided as follows:

> SEVENTH: Trustee' POWERS [sic]. In addition to those powers otherwise authorized by law, the Trustee shall have the following powers:

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[1] Kay Consales is listed as the grievant in this matter.

[2] Durso passed away, on September 15, 2010, at the age of ninety-nine.

A. To invest and reinvest the principal of the Trust estate in such stocks, bonds[,] mortgages, promissory notes, loans and other securities as may be decided on by the Trustee, and such investment to be [sic] in the sole discretion of said Trustee.

B. To sell, assign, transfer and convey any security or property held in the Trust estate at such time and price and upon such terms and conditions, including terms of credit, as it may determine.

[Ex.1¶7].

Respondent, therefore, had full control over the trust assets, which included approximately $675,000 from the October 16, 2006 sale of Durso's Toms River, New Jersey, real estate.

In his capacity as trustee, respondent invested Durso's assets and made loans to himself, to his limited liability companies, and to his other clients. He did not provide either Durso or any of the estate or trust beneficiaries with advance notice of these loans.

In June 2007, respondent represented Albert Venezio, in a lawsuit filed by his brother, Frank, over property they owned jointly in Lavellette, New Jersey. The case was settled. The July 20, 2007 order reciting the terms of the settlement provided, in part, that (1) Albert was to obtain financing of not less than $400,000 to purchase Frank's interest in the property; (2) respondent was to hold the funds in his trust account until title to the property was transferred to Albert; and (3) respondent was

to provide Frank's attorney, Thomas Vitale, with proof of financing by August 12, 2007.

Because Albert was unable to obtain the financing, respondent loaned him $350,000, which "he," presumably respondent, borrowed from Consales and $50,000, which "he," presumably respondent, borrowed from the trust. In compliance with the court order, respondent deposited those funds into his trust account, on September 14 and 18, 2007, respectively.

According to the complaint, respondent did not (1) prepare any documents to memorialize the loan from the trust to himself; (2) advise Durso of the desirability of seeking independent counsel; or (3) obtain Durso's written consent to the terms of the transaction or respondent's role in it.

Likewise, as to the loan from respondent to Albert, respondent did not (1) memorialize its terms; (2) advise Albert of the desirability of seeking independent counsel; or (3) obtain Albert's written consent to the terms of the transaction or respondent's role in it. At the time that respondent made the loan to Albert, respondent knew that Albert was "a bad credit risk." Albert had been unable to obtain a commercial loan because of his age, because he was retired, and because his only source of income consisted of Social Security payments.

On September 21, 2007, seven days after respondent deposited the $350,000 into his trust account, he disbursed that amount from his trust account to repay the loan to Consales. On September 24, 2007, three days after depositing $50,000 from the trust into his trust account, he disbursed $1,150.72 from his trust account to Consales, as interest due on the $350,000 Consales loan. On September 28, 2007, respondent wired $20,000 from his trust account to his business, Ambassador Builders, leaving $28,849.28 in his trust account for Albert. On October 1, 2007, respondent paid $5,000 to another client, Gary Kaufer. On October 2, 2007, on the "Venezios'" behalf, respondent disbursed the remainder to Ambassador Builders, thereby leaving a zero balance in the trust account for Albert.

An October 5, 2007 supplemental consent order provided that closing of title on the Lavellette property would take place on or before October 12, 2007 and that respondent would give Frank $375,000 for Frank's share of the property. On October 11, 2007, respondent deposited $375,000 into his trust account, which he had once again borrowed from Consales. The deed transfer and transfer of funds regarding the Lavellette property took place on October 12, 2007.

On November 26, 2007, respondent deposited in his trust account a $400,000 Wachovia "official check," payable to Durso and

himself "POA." According to the complaint, "[t]his $400,000 represented a loan respondent made as Trustee of the Durso Family Trust to Albert." Respondent recorded the deposit on his "Venezio-20428" client ledger card. On the same day, respondent issued a $379,160.96 trust account check to Consales, as repayment of the second loan, plus interest. The remaining $20,839.04 was returned to the trust.

On March 17, 2008, respondent recorded the October 12, 2007 deed that transferred the Lavellette property from Frank and Albert, as joint tenants with the right of survivorship, to the "ARM Trust," a limited liability company comprised of Albert, Robert, and Michael Venezio. On the same day, respondent recorded a $375,000 mortgage between the ARM Trust (borrower) and the trust (lender).

Respondent's Venezio client ledger showed that the trust had provided $379,160.96 in funds ($400,000 less the $20,839.04 returned to Durso), rather than $375,000, as indicated on the mortgage.

When Albert defaulted on the $375,000 mortgage loan from the trust, respondent failed to take any action on behalf of the trust to enforce the October 12, 2007 mortgage note.

The Lavellette property was sold in March 2011. The pay-off statement that respondent prepared showed that the pay-off mortgage

amount was $340,000. Therefore, the trust was not reimbursed for the entire $375,000 loan amount.

During the investigation of this matter, respondent told the OAE that he had used the money borrowed from Consales for his own building projects only. He denied that he had used the funds for Albert or to "repay the Durso Family Trust."[3] The complaint alleged that, when respondent made those statements, he knew that they were false.

The complaint charged respondent with (1) failure to safeguard funds and conduct prejudicial to the administration of justice, for failing to hold the $400,000 intact in his trust account until the date of the deed transfer, as required by the July 20, 2007 order; (2) knowing misappropriation of client funds, for lending $375,000 from the trust to Albert, without authorization or consent from Durso or any trust or estate beneficiaries; (3) concurrent conflict of interest (RPC 1.7(a)(2)) because his representation of Albert was materially limited by his responsibilities to the trust and by his own interests; (4) improper business transaction with a client

[3] At an April 25, 2012 OAE interview, respondent denied that the $375,000 borrowed from Consales was to repay the trust. He stated, however, that not all of the borrowed money was for "rehabbing" properties; some of the funds he may have lent to his daughter, who was experiencing financial problems, while her husband was a resident in orthopedic oncology. Respondent told the OAE that, around 2007, he began lending her approximately $7,500 per month.

(RPC 1.8(a)), for failing to memorialize the two loans made to Albert, advise Albert, in writing, of the desirability of seeking or obtaining the advice of independent legal counsel, and obtain Albert's written consent to the transaction; and (5) false statement to disciplinary authorities (the OAE investigator).

As mentioned above, respondent submitted to the OAE a reply to the grievance, dated February 22, 2012, which he re-submitted, under cover letters dated September 8 and September 24, 2014, and as an answer to the ethics complaint. Respondent stated that Durso had first retained him, in 2001, to prepare her will, general power of attorney, living will, and durable power of attorney. He claimed that, at the time, Durso was a widow, with no living blood relatives. Over the years, he and his secretary developed a rapport with Durso and assisted her with various day-to-day matters, including finding her an assisted living facility and, later, a live-in health aide.

As to the loans, respondent summarily stated, in his letter to the OAE, that "[a]ll loans that were made were done with permission. Please advise if any further explanation is necessary."

With regard to the loan to Albert, respondent stated that he had told Albert that, if Albert could not secure financing, Durso could give him a loan for a short period (two years) and that the interest rate would have to be more than what a commercial lending

institution would charge. Respondent "thought the loan was a very good investment," because (1) the appraisal on the Lavallette property was in excess of $750,000 and, therefore, there was at least $375,000 of equity in the property, (2) the charged interest rate was eight percent, and (3) the mortgage had a short term.

Count Two

As noted previously, Durso passed away, on September 15, 2010, at the age of ninety-nine. Respondent was retained to administer her estate. Respondent mailed an incomplete copy of Durso's last will and testament to the Monmouth County Surrogate and, even though the surrogate requested the original will, respondent failed to provide it and failed to file a verified complaint to probate the "copy" of Durso's will.

Melissa Daley and Nancy Graham, Durso's grandnieces and the co-executrices of Durso's will, retained John Gelson to probate Durso's will and to seek restraints against respondent. On April 21, 2011, the court removed respondent as trustee of the trust and ordered him to file a formal accounting, within sixty days, "of all real and personal property of [Durso] and the Durso Family Trust that was committed to his custody and control from May 12, 2003 through the present."

The accounting that respondent submitted to Gelson substantiated that, between April 23, 2007 and December 19, 2007, he had made eight loans from the trust to Ambassador Builders, totaling $107,500, and had repaid them by December 31, 2008. He did not prepare any documents to memorialize the loans, which were not secured by any collateral and did not generate any interest for the trust.

The complaint charged (1) gross neglect and lack of diligence, for respondent's failure to take any action to probate the Durso estate; (2) prohibited business transaction with a client, for borrowing $107,500 from the trust without any written documentation for the loans and without providing the trust with fair and reasonable terms; (3) concurrent conflict of interest, because respondent's duties to the trust were limited by his personal interests; and (4) knowing misappropriation of client funds for lending $107,000 to his company, Ambassador Builders, without obtaining authorization or consent from Durso or from any trust or estate beneficiaries.

In a letter to us, dated March 17, 2015, respondent stated that he had not filed an answer to the complaint because he had "not taken issue with the various allegations." He claimed further that "any monies that might have been lost as the result of the conflict of interest were completely paid back."

Respondent asked that his statements concerning the reimbursement "be used in exudation and mitigation of the punishment to be imposed." He added that he is seventy-one years old, currently living in Dedham, Massachusetts, and wants to resign from the bar, but cannot do so because of the pendency of this matter.[4]

The facts recited in the complaint support the charges of unethical conduct. Respondent's failure to file an answer is deemed an admission that the allegations of the complaint are true and that they provide a sufficient basis for the imposition of discipline. R. 1:20-4(f)(1).

The pivotal issue here is whether respondent knowingly misappropriated the trust's funds. For the following reasons, we find that he did.

Respondent made loans to himself and others that were not bona fide loans. In essence, he used the trust's funds as if they were his own. Moreover, he drafted the trust agreement to give himself unfettered control over the trust. He was not required to consult with anyone or obtain anyone's approval, before disposing of the trust's assets. Respondent had great discretion over the trust, but had a duty to invest the funds in good faith and to do so with

[4] R. 1:20-22 prohibits an attorney from resigning from the bar if a disciplinary proceeding is pending against the attorney.

transparency. Instead, the loans respondent made to himself and others were concealed.

Over the course of nine months, respondent made eight loans to his own company, totaling $107,500. He prepared no documentation to memorialize the loans, which were not secured by any collateral and which were interest-free. In addition, knowing that Albert was a bad credit risk, respondent, nevertheless, lent him funds from the trust to buy Albert's brother's interest in the Lavallette property. There was no documentation to memorialize the movement of funds from the trust. Thereafter, the property was transferred to the three Venezios under the ARM Trust, a limited liability company. Respondent recorded a mortgage between the ARM Trust and the Durso trust. However, when the loan went into default, respondent took no action on behalf of the Durso trust to enforce the mortgage note. When the Lavellette property was eventually sold, approximately three and a-half years later, respondent repaid Consales in full, together with interest, but the trust did not realize all of the amounts it had loaned, much less any interest on the loan.

In sum, there was no documentation to memorialize any of the loans that respondent made from the trust and the loans were of no benefit to the trust. Respondent's reply to the grievance was simply that "[a]ll loans were made with permission. Please advise

if any further explanation is necessary." Even though he was given the opportunity to supplement his reply, respondent failed to provide any proof of the legitimacy of the loans.

To be sure, respondent had broad authority to invest the trust's funds. But these were not investments in any sense of the word. Respondent used the funds as if they were his own, without thought to the benefit, or in this instance, harm to the trust.

This case is similar to In re Johnson, 216 N.J. 368 (2013). In Johnson, the Court disbarred an attorney for her inappropriate use of funds as trustee. Johnson represented an executor in the sale of the executor's mother's property. The executor and her two other relatives were beneficiaries of the estate and received $301,058.84 in proceeds. Johnson then convinced all of the beneficiaries to sign living trusts. The trust documents gave Johnson discretion to invest or borrow the trust funds, but did not explicitly give the trustee the power to borrow for her own use. Johnson was found to have misappropriated the trust's funds on multiple occasions. Most seriously, without authorization, Johnson used the trust's funds to pay her American Express bills. The Court rejected her claim that the use of these funds was for "loans."

Moreover, on two occasions, Johnson withdrew $20,000 from the trust, for a total of $40,000. These funds were transferred to her personal account and used for her own expenses. Her explanation

that this was payment of a "finder's fee" for a subsequent real estate investment was found to be incredible. Further, she entered into an agreement, under the name of her own LLC, to purchase a property and used the trust's funds to finance a portion of the purchase.

This case is distinguishable from In re Kimmel, 198 N.J. 503 (2008) (three-year suspension), and In the Matter of George W. Johnson, DRB 12-012 (March 22, 2012) (admonition), where knowing misappropriation of trust funds was not found.

In Kimmel, although the majority of this Board recommended disbarment, the Court imposed a three-year suspension.[5] As executor and trustee of a decedent's estate, Kimmel neglected the estate by (1) failing to negotiate numerous checks to the estate, (2) failing to transfer stocks in various companies to the estate, thereby allowing the dividends to escheat to the state, and (3) making only sporadic payments required under a trust. He was also guilty of taking an excessive fee, taking a loan from the estate, violating a court order, and lying to the Supreme Court, in a reply to the OAE's motion seeking his temporary suspension.

Over a four-year period, Kimmel disbursed $87,511.20 from the trust to himself. Only a portion of that amount comprised his

[5] The attorney later consented to disbarment. In re Kimmel, 200 N.J. 225 (2009).

earned fees. The loan to himself, in the amount of $30,000, was the subject of the knowing misappropriation charge in the complaint. The loan, however, was secured by a promissory note, payable on demand, and bore an interest rate of nine percent. Kimmel repaid the note, together with interest, in seventeen equal monthly installments.

The decedent's will gave Kimmel, as trustee, "an absolute authority" to

> dispose of any property, at such time or times, and upon such terms and conditions, including terms of credit, with or without security, as they shall deem advisable; **and, in general, to exercise, personally or by attorney, any and all rights and powers which might be exercised by an absolute owner of any property at any time held under this will . . . .**
>
> [In the Matter of Andrew M. Kimmel, DRB 08-170 (September 25, 2008) (slip op. at 13-14).]

At the ethics hearing, Kimmel testified that, because the will gave him specific power to loan money "upon such terms and conditions as the trustee deems advisable," he believed that he was authorized to make loans to others, as well as to himself.

The majority of the Board found that Kimmel was not a classic third-party borrower; he was a fiduciary/trustee. Citing Clark v. Judge, 84 N.J. Super, 35 (1964), affirmed, 44 N.J. 550 (1965), we determined that, in New Jersey, "a trustee does not have the power to borrow money from trust assets unless there is an express or

implied power to do so from the terms of the trust instrument or unless the trustee seeks and obtains court approval." The majority recommended Kimmel's disbarment for his knowing misappropriation of estate trust funds. Although Kimmel proffered compelling evidence of severe psychological problems, the majority found it insufficient to allow a deviation from the ultimate sanction of disbarment.

The dissenting members of the Board voted to impose a two-year suspension. Those members found that Kimmel held a good faith, though erroneous, belief that the terms of the will and the statutory powers granted to fiduciaries gave him the authority to loan money from the estate to anyone, including himself. The dissenters highlighted the fact that Kimmel had formalized the loan with a signed promissory note, payable on demand, and with a nine percent rate of return. In addition, Kimmel placed the note in the estate file, made no effort to hide the loan from others, and repaid the note and interest in seventeen monthly installments.

Although the dissenters concluded that Kimmel's belief that he was expressly authorized to loan himself money was wrong -- he was "either knowingly unethical or spectacularly misguided" -- they found that he had not done anything furtive to suggest that he knew that the loan was improper.

We find that this case is significantly different from Kimmel, in that respondent failed to execute a promissory note for the loans or prepare any other writing memorializing their terms. The loans, therefore, were "furtive." Moreover, none of the loans from the trust were interest-bearing; there was no foreseeable benefit to the trust from the loans; and it was reasonably foreseeable that the trust would be harmed by the loan to Albert, given his lack of income and attendant inability to repay it.

In In the Matter of George Johnson, DRB 12-012 (March 22, 2012), which led to an admonition, the attorney had created a trust for the benefit of his client, which provided that, upon the client's death, fifty percent of his estate would be placed into the trust for the benefit of his son's support, maintenance and education. Johnson "recognized that he could increase the trust's income by loaning money to himself," at a higher percentage rate than that being earned by the estate's assets. Johnson believed that the loan would be a "prudent investment" for the trust. Although Johnson did not provide advance notice to any estate or trust beneficiary of his intention to make a loan to himself, he executed a mortgage and mortgage note from himself to the trust in the amount of $100,000, for a term of five years, at an interest rate of six percent per year. He disbursed the monies to himself in June 2009, recorded the mortgage in the county clerk's office in

July 2009, and informed the decedent's widow about the loan and the mortgage, during his next monthly meeting with her. Johnson made all the monthly payments required by the mortgage note.

Under the will and New Jersey statutory law, Johnson had the authority to invest and reinvest the corpus of the trust, in his discretion, including making loans to third parties. In the absence of express or implied power to lend money to himself, however, Johnson was required to seek and obtain court approval. Clark v. Judge, supra, 84 N.J. Super. at 35. Because there was nothing either expressed or implied in the will that supported the conclusion that Johnson could lend money to himself, we concluded that, under Clark and N.J.S.A. 3B:14-36, Johnson was required to obtain court approval before lending himself the money. We found only that Johnson's failure to obtain that approval created an impermissible conflict of interest, under RPC 1.8(a).

This case is distinguishable from Kimmel and the George W. Johnson cases. Again, unlike Johnson and Kimmel, respondent prepared no documentation to formalize the loans, which were not secured by any collateral, and which failed to produce income to the estate. To repeat, he treated the funds as if they were his own, making multiple disbursements against them in a manner that was not apparent, such as the numerous disbursements to his

business, without any regard for the well-being of the trust, which he was obligated to protect.

Even in the absence of a knowing misappropriation finding, we would find that disbarment is warranted here. Respondent acted with troubling recklessness by making loans that were not supported by solid credit, as seen by Albert's obvious lack of financial ability to be granted a $400,000 loan. The statutory authority vested in respondent, as trustee, required that he act in good faith. The loans were not made in good faith and cannot be considered bona fide investments. Rather than increasing the value of the trust, the loan to Albert diminished the trust's funds. The "loans" to respondent, too, earned nothing for the trust. Comparing this case to Kimmel (three-year suspension), where the attorney was also guilty of violating multiple RPCs, we deem respondent's actions to be much more egregious.

In addition, respondent defaulted in this matter, having been given every opportunity to tell his side of the story. One would expect that an attorney who is facing the "portals of disbarment" would avail himself or herself of every chance to present a defense to the charge of knowing misappropriation. Respondent, however, stood silent. He twice failed to provide a sufficient reply to the grievance or answer to the complaint; he was temporarily suspended

for failure to cooperate with the OAE's investigation; and he caused this matter to proceed as a default -- his second default.

We have not overlooked the fact that this is the second time that respondent has raided an estate/trust. In his prior disciplinary matter, he had items removed from a decedent's property, perhaps to use in his own business. In that earlier matter, as here, he neither discussed with the executor his plan to remove items from the estate's property, prior to hiring a contractor to remove them, nor obtained the executor's consent or authorization to do so. The executor learned that the items were being removed from the property only when so informed by a friend of the decedent.

Respondent's covert, unethical practices mandate that the public be protected "against the attorney who cannot or will not measure up to the high standards of responsibility required of every member of the profession." In re Getchius, 88 N.J. 269, 276 (1982), citing In re Stout, 76 N.J. 321, 325 (1978). We, therefore, recommend that respondent be disbarred for his knowing misappropriation of the trust's funds (RPC 1.15(a) and RPC 8.4(c) and the principles of In re Wilson, supra 81 N.J. 451), and his violations of RPC 1.1(a), RPC 1.3, RPC 1.7(a)(2), and RPC 1.8(a). We find that the charged violation of RPC 8.4(d) is inapplicable and, therefore, dismiss it.

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
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Edward A. Mac Duffie, Jr.
Docket No. DRB 15-004

Decided: May 1, 2015

Disposition: Disbar

Members	Disbar	Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Frost	X					
Baugh	X					
Clark	X					
Gallipoli	X					
Hoberman	X					
Rivera	X					
Singer	X					
Zmirich	X					
Total:	8					

Ellen A. Brodsky
Chief Counsel