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SUPREME COURT OF NEW JERSEY  
Disciplinary Review Board  
Docket No. DRB 06-075  
District Docket Nos. XII-05-025E,  
XII-05-026E, and XII-05-027E

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IN THE MATTER OF :  
WILFRID LE BLANC, JR.<sup>1</sup> :  
AN ATTORNEY AT LAW :

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Decision

Argued: May 18, 2006

Decided: July 26, 2006

Linda Ershow-Levenberg appeared on behalf of the District XII Ethics Committee.

Respondent appeared pro se.

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

This matter came before us on a recommendation for discipline (four-month suspension) filed by the District XII Ethics Committee ("DEC"). For the reasons expressed below, we determine to impose a reprimand.

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<sup>1</sup> Also cited in the record as Wilfred LeBlanc, Jr.

Respondent was admitted to the New Jersey bar in 1998. He has no prior discipline. In 2005, however, the Court entered an Order for his temporary suspension for failure to refund a fee to a former client. That Order was vacated before the effective date of the suspension.

Specifically, in June 2005, the Office of Attorney Ethics ("OAE") filed a motion for respondent's temporary suspension, after he did not refund the fee to a former client, as directed by a fee arbitration committee. Although respondent paid the award prior to our review of the OAE's motion, he failed to pay a \$500 sanction, which we imposed in July 2005. In August 2005, the Office of Board Counsel ("OBC") contacted respondent, who stated his intention to pay the sanction within ten days. He did not do so. Therefore, on August 30, 2005, the OBC recommended to the Court that respondent be temporarily suspended. The Court entered an Order for his temporary suspension, but, after he paid the sanction, vacated the Order before its effective date.

As it turned out, respondent's \$500 personal check was returned for insufficient funds. Therefore, on October 5, 2005, the Court notified respondent that he had until October 21, 2005 to pay the sanction. On October 28, 2005, respondent paid the sanction with a money order.

The present three disciplinary matters were originally before us in January 2005, as defaults. On a motion by respondent, we vacated the defaults and remanded the matters to the DEC for the filing of answers and a hearing.<sup>2</sup> When respondent did not file answers, the matters were re-certified to us as defaults, on May 16, 2005. Two days after their docketing in the OBC, the DEC secretary requested the withdrawal of the certifications of default, citing respondent's ultimate cooperation, his filing of an answer in one of the matters, and his assurance to the DEC that answers in the remaining matters were forthcoming. Therefore, the OBC administratively dismissed the default matters.

Since September 27, 2004, respondent has been ineligible to practice law for failure to pay the annual assessment to the New Jersey Lawyers' Fund for Client Protection.

Prior to the DEC hearing, respondent and the presenter entered into a stipulation of facts.

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<sup>2</sup> In his motion papers, respondent asserted that his problems began when he arrived at his office one day and discovered that the other attorneys in his office had vanished, taking all of the office computers and legal files, and leaving an empty office behind.

I. The Perodin Matter – District No. XII-05-025E (formerly XII-03-028E)

In early 2001, Pierre Perodin retained respondent to file a complaint for divorce from his wife of twenty-two years. Throughout the discovery period, Perodin either failed or refused to produce information pertaining to his pension benefits. Therefore, the trial took place, in April 2002, without benefit of the pension information.

Between March 2001 and April 2002, respondent asked Perodin for the pension information, but Perodin failed to produce it. In September 2002, after the judgment of divorce was filed, Perodin's wife filed a motion for sanctions and attorneys' fees. Respondent received a copy of the motion, but did not advise Perodin of its existence.

On October 24, 2002, Perodin gave respondent the pension information. Respondent, however, failed to provide the information to his adversary.

On October 25, 2002, the court granted the wife's motion and ordered Perodin to turn over the pension documents to the wife's lawyer. The court also ordered a \$75 per day sanction for each day, after November 6, 2002, that Perodin failed to turn over the pension information. Once again, respondent failed to give his adversary or the court that information, which he had

previously received from the client. Respondent also failed to disclose to Perodin that the court had ordered sanctions.

In April 2003, Perodin learned of the sanctions. By that time, they had escalated to over \$14,000. Perodin then retained a new attorney, who was successful in reducing the sanction to \$1,950.

Respondent stipulated that his conduct violated RPC 1.3 (lack of diligence), RPC 1.4(a) (failure to communicate with the client),<sup>3</sup> RPC 3.2 (failure to expedite litigation), and RPC 3.4(c) (knowingly disobeying an obligation under a tribunal). He also stipulated a violation of RPC 8.1(b) (failure to cooperate with ethics authorities), because of his initial failure to reply to the DEC's requests for information about the grievance.

**II. The Zdravkovic Matter – District Docket No. XII-05-027E (formerly XII-04-026)**

On April 11, 2002, Peter Zdravkovic retained respondent to appeal the restraints contained in a domestic violence order. Zdravkovic gave respondent a \$1,500 non-refundable retainer to handle the appeal.

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<sup>3</sup> The hearing panel report inadvertently cited RPC 1.4(b), rather than RPC 1.4(a), as cited in the stipulation. Indeed, because respondent's conduct occurred prior to the 2004 rule revision, (a) is the applicable subsection for failure to communicate with the client, the conduct that respondent stipulated.

Thereafter, respondent failed to perfect the appeal, failed to communicate with the client, failed to keep the client informed about events in the case to the extent necessary for him to make informed decisions about the representation, and charged him for "unwarranted expenses and fees without advice or explanation." In addition, respondent "received a "\$1,000 loan from the client that he did not repay."<sup>4</sup> The stipulation is silent on which RPC respondent might have violated by his failure to repay the loan on its due date.

Respondent stipulated that he violated R. 5:3-5(b) (no non-refundable retainers in civil family actions), RPC 1.1(a) (gross neglect), RPC 1.1(b) (pattern of neglect)<sup>5</sup>, RPC 1.2(a) (failure to abide by the client's decision concerning the scope of the representation), RPC 1.3, RPC 1.4(a), RPC 1.4(b) (failure to explain matter to degree reasonably necessary for the client to make informed decisions about the representation), and RPC 1.5,

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<sup>4</sup> Respondent testified that he finally repaid the loan in February 2005.

<sup>5</sup> The stipulation states that "respondent demonstrated the repeated neglect of client matters as contemplated by RPC 1.1(b) when consideration is made of other complaints that have been filed against respondent . . . ."

presumably (a) (unreasonable fee).<sup>6</sup>

Respondent also stipulated a violation of RPC 8.4(d) (conduct prejudicial to the administration of justice) for his failure to appear at the fee arbitration hearing, and RPC 8.1(b), mistakenly cited in the stipulation as RPC 1:20-3(g)(3), for his failure to comply with the DEC investigator's requests for information about the grievance.

**III. The Smith/Brafman Matter – District Docket No. XII-05-026E (formerly XII-04-021E)**

On January 15, 2003, respondent represented Asia Smith in a real estate transaction. Respondent ordered title insurance from Journeyman Title Company ("Journeyman Title"). Smith wrote Journeyman Title a check, "which bounced because respondent had failed to wire the funds into [Smith's] bank account." Respondent ignored Journeyman Title's repeated requests for payment until March 2004, even though he had collected those funds from Smith at the closing.

Respondent stipulated that he violated RPC 1.1(b) and RPC 1.15(b) (failure to promptly deliver funds to third party).

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<sup>6</sup> Following a fee arbitration hearing, the fee committee ordered respondent to refund \$4,525 to Zdravkovic. According to the stipulation, respondent failed to charge Zdravkovic a reasonable fee, "as established by the Fee Arbitration award."

Respondent represented Smith in another real estate purchase, which took place on January 23, 2004. Once again, respondent ordered title insurance through Journeyman Title, but did not promptly pay for the title policy. Respondent's failure to promptly pay Journeyman Title jeopardized his client's title policy.

Respondent stipulated that he violated RPC 1.1(b) and RPC 1.15(b). He further stipulated a violation of RPC 8.1(b), mistakenly cited as RPC 1:20-3(g)(3), when he did not comply with the investigator's initial requests for information about the grievance.

At the DEC hearing, respondent presented the following mitigating circumstances: (1) his misconduct was, for the most part, the product of inadequate staffing at his Roselle office; (2) at the time, he was involved in planning his wedding and, thereafter, was out of the country for a two-week honeymoon; (3) he was unaware that the Smith matter was "still open," believing that his paralegal had handled the post-closing steps; and (4) his failure to cooperate with the DEC was not the product of disregard for the ethics process, but a lack of appreciation of "the gravity of the situation," which he later came to realize, and the fact that he had "shut down."



As to each matter, the DEC "accept[ed] the Stipulation, accept[ed] respondent's admissions, and adopt[ed] the facts and conclusions set forth therein and as previously set forth in this Report." The DEC found violations of RPC 1.1(a), RPC 1.1(b), RPC 1.2(a), RPC 1.3, RPC 1.4(a), RPC 1.4(b), RPC 1.5(a), RPC 3.2, RPC 3.4(c), RPC 8.1(b), and RPC 8.4(d). The DEC's omitted reference to R. 5:3-5(b) (Zdravkovic) and RPC 1.15(b) (Smith) must have been inadvertent, inasmuch as it accepted and adopted the facts and conclusions contained in the stipulations.

The DEC recommended the imposition of a four-month suspension.

Upon a de novo review of the record, we are satisfied that the DEC's conclusion that respondent was guilty of unethical conduct is supported by clear and convincing evidence. With one exception, we agree with the DEC's findings.

In the Perodin case, respondent filed the divorce complaint. Thereafter, his client failed to produce his pension information. Respondent then failed to notify Perodin, in September 2002, that Perodin's wife had filed a motion for sanctions and attorney fees. When Perodin delivered the pension information to respondent, in October 2002, respondent failed to disclose to Perodin that the court had imposed sanctions against him. He kept his client in the dark until April 2003, when

Perodin found out about the sanctions, which by that time had accumulated to over \$14,000. Respondent's conduct in this regard violated RPC 1.4(a).

Furthermore, respondent's admitted failure to produce the pension information after he received it from Perodin evidenced a lack of diligence, failure to expedite litigation, and failure to comply with a court order, violations of RPC 3.2, RPC 1.3, and RPC 3.4(c), respectively.

Finally, respondent's failure to cooperate with the investigation of the Perodin grievance violated RPC 8.1(b).

In the Zdravkovic matter, respondent was retained to file an appeal of a domestic violence restraining order, but he failed to perfect the appeal. He also failed to communicate important aspects of the matter to his client and to explain the matter to the extent reasonably necessary for the client to make informed decisions about the representation. Respondent's conduct on this score violated RPC 1.1(a), RPC 1.3, and RPC 1.4(a), and RPC 1.4(b).

In addition, respondent charged his client a non-refundable fee for the representation, a violation of R. 5:3-5(b); as stipulated, charged an unreasonable fee, a violation of RPC 1.5(a); despite proper notice, did not appear at the fee arbitration hearing, a stipulated violation of RPC 8.4(d); and

failed to cooperate with the DEC investigator, a violation of RPC 8.1(b).

On the other hand, despite respondent's stipulation of a violation of RPC 1.2, there is no support in the record for a finding that respondent failed to abide by Zdravkovic's decisions concerning the scope of the representation. We, therefore, dismiss the finding of a violation of that RPC.

In the Smith matter, respondent represented the client in two separate real estate purchases. In both the 2003 and 2004 transactions, respondent delayed paying for the title insurance policy for a year, even though funds had been set aside for that purpose at the closings. By failing to promptly deliver funds to the title company, respondent violated RPC 1.15(b). He also violated RPC 8.1(b) by failing to reply to the DEC investigator's requests for information about the grievance.

Finally, respondent stipulated that his conduct in Zdravkovic and Smith violated RPC 1.1(b). To sustain a pattern of neglect finding, there must be at least three instances of neglect. In re Rohan, DRB 05-062 (June 8, 2005) (slip op. at 12-16). In Zdravkovic, respondent stipulated that he grossly neglected the appeal; in Smith, despite the absence of a stipulation of neglect (as distinguished from a pattern of neglect), respondent's failure to pay the title insurance

amounted to at least simple, if not gross, neglect. See, e.g., In the Matter of Charles Deubel, III, DRB 95-051 (May 16, 1995) (admonition for failure to complete post-closing steps). In Perodin, too, although the stipulation does not cite RPC 1.1(a), respondent stipulated that he failed to expedite the matter by not providing the pension information to his adversary. These stipulated facts provide ample support for a finding that respondent neglected each case. We find, thus, that the record sufficiently establishes that respondent's neglect of the three matters constituted a pattern of neglect, as stipulated.

Altogether, thus, respondent's conduct evidenced gross neglect (RPC 1.1(a)), pattern of neglect (RPC 1.1(b)), lack of diligence (RPC 1.3), failure to communicate with client and failure to explain the matter to the extent necessary for the client to make informed decisions about the representation (RPC 1.4(a) and RPC 1.4(b)), receipt of an unreasonable fee (RPC 1.5(a)), failure to promptly remit funds to a third party (RPC 1.15(b)), failure to expedite litigation (RPC 3.2), failure to abide by a court order (RPC 3.4(c)), failure to cooperate with ethics authorities (RPC 8.1(b)), conduct prejudicial to the administration of justice (RPC 8.4(d)), and failure to comply with the rule prohibiting non-refundable retainers in family law matters (R. 5:3-5(b)).

Research has uncovered no disciplinary cases on all fours with the totality of violations present in this matter. However, in fashioning the appropriate form of discipline for the aggregate of respondent's ethics infractions, we have been guided by cases sufficiently analogous to the one at hand.

Generally, in cases involving gross neglect, lack of diligence, failure to communicate with a client, and failure to promptly deliver funds, reprimands are imposed. See, e.g., In re Dare, 174 N.J. 369 (2002) (reprimand for attorney who did not return escrow funds for approximately five months, despite repeated telephone calls and letters from the clients' new attorney; the attorney also failed to diligently protect his clients' interests, displayed gross neglect, and failed to communicate with his clients; the attorney was contrite for his actions and had a prior unblemished record of twenty-six years); and In re Jodha, 174 N.J. 407 (2002) (reprimand for attorney who stipulated violations of RPC 1.1(a), RPC 1.3, RPC 1.4, and RPC 1.15(b) and (d), when representing the buyers at a real estate closing; the attorney failed to promptly fulfill the post-closing requirements, failed to record the deed, failed to pay the title insurance premium or real estate taxes, and failed to return escrow funds to his clients until nine to twenty months after the

closing; the attorney also delayed sending original documents to his clients and committed recordkeeping violations).

Similarly, attorneys who have failed to obey court orders have been reprimanded. See, e.g., In re Holland, 164 N.J. 246 (2000) (reprimand where the attorney, required to hold in trust a fee in which she and another attorney had an interest, violated a court order by taking the fee prior to the resolution of the dispute; the attorney also violated the recordkeeping rules; violations of RPC 1.15(c) and (d), RPC 3.4(c), and RPC 8.4(d)); In re Milstead, 162 N.J. 96 (1999) (reprimand where the attorney violated a court order by disbursing escrow funds to his client; violations of RPC 1.15(a), RPC 3.4(c), and RPC 8.4(d)); and In re Hartmann, 142 N.J. 587 (1995) (reprimand for intentionally and repeatedly ignoring court orders to pay opposing counsel a fee, resulting in a warrant for the attorney's arrest; the attorney also displayed discourteous and abusive conduct toward a judge, with intent to intimidate her; violations of RPC 3.4(c), RPC 3.5(c), and RPC 8.4(d)).

In mitigation, respondent has recognized his wrongdoing and stipulated his misconduct. At the ethics hearing, which was conducted solely for purposes of mitigation, respondent explained that, during the time in question, he had changed law firms, had downsized his office, and had lost important office

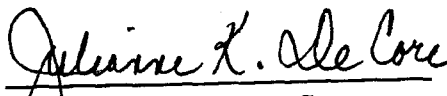
staff; was unaware that the Smith matter was "still open," believing that his paralegal had handled the post-closing steps; and had not intended to disregard his obligation to cooperate with the DEC.

After consideration of the relevant circumstances, including the absence of final discipline in respondent's ethics record, we determine that a reprimand is sufficient discipline for his ethics violations. We also require him to practice under the supervision of an OAE-approved proctor for a period of two years, and to take six hours of professional responsibility courses within six months of the date of this decision.

Members Boylan and Baugh did not participate.

We also require respondent to reimburse the Disciplinary Oversight Committee for administrative costs.

Disciplinary Review Board  
William J. O'Shaughnessy, Chair

By:   
Julianne K. DeCore  
Chief Counsel

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**SUPREME COURT OF NEW JERSEY  
DISCIPLINARY REVIEW BOARD  
VOTING RECORD**

In the Matter of Wilfrid Le Blanc, Jr.  
Docket No. DRB 06-075

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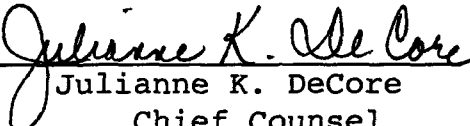
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Argued: May 18, 2006

Decided: July 26, 2006

Disposition: Reprimand

Members	Suspension	Reprimand	Admonition	Disqualified	Did not participate
O'Shaughnessy		X			
Pashman		X			
Baugh					X
Boylan					X
Frost		X			
Lolla		X			
Pashman		X			
Stanton		X			
Wissinger		X			
<b>Total:</b>		7			2

  
Julianne K. DeCore  
Chief Counsel