

SUPREME COURT OF NEW JERSEY  
Disciplinary Review Board  
Docket No. DRB 04-190  
District Docket No. IV-01-098E

---

IN THE MATTER OF  
E. LORRAINE HARRIS  
AN ATTORNEY AT LAW

---

Decision

Argued: July 15, 2004

Decided: August 24, 2004

Mati Jarve appeared on behalf of the District IV Ethics Committee.

Angelo Falciani 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 (reprimand) filed by the District IV Ethics Committee (DEC).

Respondent was admitted to the New Jersey bar in 1994.

On September 28, 1999, she was temporarily suspended for potential misappropriation of escrow funds. In re Harris, 162 N.J. 2 (1999). On October 26, 1999, she was reinstated, with certain restrictions. On January 10, 2000, she was temporarily .

suspended for failure to comply with a fee arbitration determination. In re Harris, 162 N.J. 189 (2000). She was reinstated on January 19, 2000. On September 7, 2000, she received a reprimand for failure to provide a client with the basis or rate for her fee, in writing. In re Harris, 165 N.J. 471 (2000). In 2000, she received an admonition in connection with another matter, in which she again failed to provide a client with a written basis or rate for her fee. In the Matter of E. Lorraine Harris, DRB 99-037 (September 27, 2000).

On May 8, 2001, effective June 4, 2001, she was suspended for six months for gross neglect, lack of diligence, charging an unreasonable fee, failure to safeguard client property, failure to promptly deliver funds to a third party, recordkeeping violations, false statements of material fact and misrepresentations in letters to a municipal court about her failure to appear at a hearing and about her receipt of court notices, failure to cooperate with disciplinary authorities, and misrepresentation. Thereafter, on June 4, 2001, the Court temporarily stayed the suspension to allow the full Court to review her motion for reconsideration and remand. On June 5, 2001, the Court vacated the temporary stay and denied respondent's motion. In re Harris, 167 N.J. 284 (2001).

Also on May 8, 2001, respondent was suspended for three months, effective December 4, 2001, for lack of diligence, failure to expedite litigation, knowingly making a false statement of material fact to a tribunal, failure to cooperate with disciplinary authorities, and misrepresentation. In that case, respondent requested and obtained numerous last-minute adjournments of a client's municipal traffic matter. On one trial date, respondent failed to appear. Later that day, the judge found a "faxed" letter from respondent on the court's fax machine, thanking the court for granting her adjournment request that morning. However, respondent had neither made such request nor had the judge granted it. In re Harris, 167 N.J. 284 (2001).

Although respondent's last suspension expired on March 4, 2002, she has not applied for reinstatement. Further, a matter is pending with the Supreme Court in which we recommended the imposition of a one-year suspension for a variety of misconduct in five matters, including gross neglect in two of the matters, lack of diligence in four of the matters, failure to communicate with the client in three of the matters, lying to a court in two matters, failure to return the entire file upon termination of the representation in one of the matters, and conduct prejudicial to the administration of justice in one of the matters. In the Matter of E. Lorraine Harris, DRB 03-150.

There are several other matters pending with the Supreme Court. On January 29, 2004, we voted to impose a six-month suspension for misconduct in two matters. In one matter, respondent refused to return an improperly received fee, after a fee arbitration determination required her to do so, violating RPC 1.3, RPC 1.16(d), RPC 3.4(c), and RPC 8.4(c), for misrepresenting to her client that she was entitled to a fee from his settlement. She lacked diligence in a second matter, in violation of RPC 1.3. In the Matter of E. Lorraine Harris, DRB 03-385 and 03-386. On April 15, 2004, we voted to impose discipline in two separate matters. In the first matter, we recommended a reprimand for respondent's filing of a frivolous lawsuit in federal court, in violation of RPC 3.1. In the Matter of E. Lorraine Harris, Docket No. DRB 04-069. In the second matter, we voted for a three-month suspension for misconduct that included failure to return the unearned portion of a fee, after having been ordered to do so by the fee arbitration committee, in violation of RPC 3.4(c) and RPC 8.4(d), and failure to comply with the requirements of R.1:20-20, dealing with suspended attorneys; specifically, respondent failed to file with the Office of Attorney Ethics ("OAE") the required affidavit in compliance with R. 1:20-20 and displayed signs advertising her legal services, while suspended from the

practice of law. Moreover, respondent later displayed a sign falsely depicting herself as an engineer, in violation of RPC 7.5(a), RPC 8.4(c), and RPC 8.4(d). In the Matter of E. Lorraine Harris, DRB 04-080.

To date, the New Jersey Lawyers' Fund for Client Protection ("the Fund") has paid \$1,374.50 and \$1,550 to two of respondent's clients. Respondent has not reimbursed the Fund for those payments. Under R. 1:28-3(a), the Fund will entertain only those client claims arising from an attorney's dishonest conduct.

This matter was originally before us as a default in July 2003. We determined to remand the matter for the filing of respondent's answer and a hearing, after respondent submitted a motion to vacate the default with an accompanying verified answer. The matter returns now post-hearing.

The complaint alleged that respondent violated RPC 1.1(a) and (b) (gross neglect and pattern of neglect), RPC 1.3 (lack of diligence), RPC 1.4(a) (failure to communicate with the client) and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation), in a divorce proceeding.

On October 9, 1998, Dianne Cuff-Staggs ("Cuff"), the grievant, retained respondent to obtain a divorce. Respondent

and Cuff entered into a written flat-fee agreement requiring the payment of \$1,500 plus costs for the representation.

In April 1999, respondent filed a complaint for divorce. On August 5, 1999, the judgment of divorce was granted.

According to the complaint, respondent was thereafter supposed to correct several mistakes in the divorce final judgment, which respondent had drafted. That document misspelled Cuff's name and neglected to mention an oral agreement between the parties related to the payment of household expenses.

On that issue, Cuff testified at the DEC hearing that she had planned to revert to her maiden name, Cuff, after the divorce was made final in August 1999. At the court hearing on the divorce matter, she noticed that respondent had misspelled her maiden name as "Cuss." She further testified that the court advised her to go to the clerk's office after the hearing to straighten that matter out, but that respondent intervened, advising her instead to make the correction on her copy of the divorce judgment and to begin using her maiden name. Cuff was upset by that advice, stating as follows at the DEC hearing:

Because I knew — well, I knew it wasn't legal. I have to have legal documentation, and even when I did file and go to motor vehicle, I still had to go back after I had my name changed to get a stamped copy. They had to have a copy with a seal; and I did discuss it with my job as far as changing my

paperwork and they told me no, they had to have a sealed copy, something in writing.

[T15-5 to 12.]<sup>1</sup>

Thereafter, respondent took no action to effect the name change or comply with Cuff's requests, until March 12, 2001, some seventeen months later, when she filed a motion to enforce litigant's rights in family court; Cuff's husband had not complied with their oral agreement for the payment of household expenses. On March 30, 2001, that motion, which the judge found "totally deficient," was dismissed. The judge stated that the motion made reference to "an alleged agreement that supposedly was incorporated into a judgment of divorce. There is a judgment of divorce attached which only grants a divorce itself."

The judge also noted that respondent had misspelled Cuff's first name, Dianne, as "Duane" in the motion papers, stating on the record, "That's right. You've got this totally messed up."

In support of the motion, respondent prepared and submitted a March 8, 2001 document titled, "Plaintiff's Certification." The certification contained three misspellings of Cuff's first name, Dianne; the name was misspelled "Diane" in each instance. Moreover, the misspelling was carried over into the signature on the certification, which was signed "Diane M. Staggs."

---

<sup>1</sup> T refers to the transcript of the March 9, 2004 DEC hearing.

Cuff testified that respondent told her she need not attend the March 30, 2001 hearing on the motion. Cuff also testified that respondent later advised her that the motion had been adjourned.

Shortly thereafter, Cuff called the family court for the new court date, but was told that the matter had not been adjourned - it had been dismissed. Cuff stated that "[a]fter I found out it was dismissed I was furious. I called her office; she was not available."

On May 3, 2001, respondent returned Cuff's call, leaving a voicemail message. Cuff testified that she transcribed the message, in which respondent admitted that the matter had been dismissed. In the same message, respondent also apologized for having upset Cuff and blamed Cuff's ex-husband for problems in the case. Respondent's message also explained that respondent could not go back to court to enforce the oral agreement, which Cuff had discussed with respondent previously.

With regard to equitable distribution, Cuff conceded that she wanted a divorce, but had no interest in dividing the couple's property. She also acknowledged conversations she had



with respondent, wherein respondent had reassured her that the property could be divided later, if Cuff chose to do so.<sup>2</sup>

Respondent, on the other hand, testified at the DEC hearing that she normally drafted settlement agreements in uncontested divorces, and incorporated the agreements into judgments of divorce for purposes of equitable distribution. However, she stated, Cuff refused to present her husband with respondent's draft of a settlement agreement for his signature. Rather, respondent recalled, Cuff told her that she had her own written agreement between the parties that governed their understanding of the property issues. According to respondent, when she pressed Cuff for the agreement, Cuff conceded that she had not prepared one; rather, she had an oral agreement with her husband. Therefore, respondent never received any agreement from Cuff.

Finally, Cuff testified that no other attorney would "open up my case because my divorce was final at that time". Therefore, she went back to court without a lawyer and, on her own, obtained an official name change.

With regard to the "Plaintiff's Certification" that respondent submitted with her motion, Cuff testified that she

---

<sup>2</sup> That advice, incidentally, was incorrect. Only in extreme situations will a court bifurcate divorce proceedings to allow equitable distribution after the parties' divorce.

had never seen that document prior to the ethics proceedings. When asked if the signature on the certification was authentic, she stated as follows:

- A. No, it's not. It's not even the way I spell my name.
- Q. What's wrong with this certification as far as the spelling of your name?
- A. Well, I have two N's in my name. My middle name is W and I wasn't using Cuff.
- Q. Had you ever seen that certification before this grievance was filed?
- A. No, I didn't.
- Q. Even in blank form?
- A. No, I didn't. I didn't see this. I wouldn't have agreed to it.
- Q. Why?
- A. Well, for one thing, she had - if he didn't - the \$12,000, I read on here where if he didn't pay in so many days, he would be put in jail, and he asked for alimony. I didn't ask for alimony.
- Q. Did you ever talk to [respondent] over the telephone about this certification?
- A. As far as what was on it, no, no. I had no idea that this was going - this is what she was filing until after I received it.

[T19-19 to T20-15.]

Cuff also testified that she did not know who signed her name on the certification. She adamantly denied ever giving respondent the authority to do so.

Respondent, too, testified about the certification. According to respondent, because Cuff could not travel to respondent's office to prepare or sign a certification, Cuff

dictated the certification to either respondent or her secretary over the telephone. Respondent further stated:

I believe she directed my secretary to sign it. I wasn't there, but it was faxed back and forth or faxed to her job. I'm not really privy to what happened, but the information was faxed back and forth and because of - because she said she was moving, we had to get the next date on the calendar, the next motion date on the calendar which was 18 days, so, from the time we prepared everything in a hurry by fax and got it served, she gave us everything by telephone and by fax.

[T44-22 to T45-6.]

Respondent was also questioned about the signature on the certification. On cross-examination, respondent was directed to that portion of her verified answer wherein she stated that "Grievant authorized that her name be signed upon the document." The presenter asked respondent if Cuff had specifically authorized respondent, or anyone else, to affix her signature to the document. Respondent replied that her secretary had told her that Cuff had approved the act. On further cross-examination, however, respondent changed her story, claiming that Cuff had authorized her directly to have her staff affix Cuff's signature to the document.

With regard to the misspellings in the judgment of divorce and her alleged failure to take action, respondent claimed that the judge in the case had directed her to the court clerk.

Respondent further claimed that she had seen the court clerk make handwritten changes to the filed original, and recalled the clerk telling her to change her copies as well. Respondent had no explanation for the lack of handwriting on the copy of that filed document, which was obtained from the court.

Respondent also testified about the dismissal of the March 2001 motion:

The day that [the judge] dismissed my motion, he said, if you can produce — he had his clerk call me. He said, if Miss Cuff can produce this written settlement agreement, I will grant your motion and reopen the case. And that's when I called her and told her and she got upset and she wanted me to give her my copy of the settlement agreement so that she could sign Mr. Stagg's name on it and she wanted me to produce it to the court, and I told her I wasn't going to do that. She wanted me to fabricate, because I told her what the judge had said because they called me when he was considering the motion.

His clerk called and he said, Listen, where's the settlement agreement, and I said, Well, I didn't prepare the settlement agreement, and I said, She did. And I called her and she — and then that's when she confided in me that she really didn't have it, that it was oral and whatever it was, and my understanding it was written, and then we got into an argument and she told me she was going to file this claim against me.

[T59-9 to T60-7.]

Respondent was also asked to reconcile discrepancies between her testimony at the DEC hearing and an earlier

explanation contained in her reply to the grievance, dated December 6, 2001, and directed to the OAE. In the letter, respondent did not disclose to the OAE that someone other than Cuff had signed Cuff's name to the certification. Rather, the letter stated, "I have no information regarding her signature and its authenticity. I did not look at her signature at the time of the filing." Respondent explained to the DEC that, when she wrote the OAE letter, she had not yet reviewed her file or spoken to her staff. She asserted that she had drafted the OAE letter "right off the top of my head," based on "what I would normally do." Only later, she explained, did she learn that Cuff had not signed the document herself.

The DEC concluded that respondent had exhibited a lack of diligence, in violation of RPC 1.3. The DEC also found that respondent forged the signature on the certification, in violation of RPC 8.4(c). However, the DEC was not convinced that respondent had failed to communicate with Cuff or that respondent had grossly neglected the case. Therefore, the allegations related to RPC 1.1(a), RPC 1.1(b), and RPC 1.4(a) were dismissed.

The DEC recommended a three month suspension for the RPC 1.3 violation and a consecutive three-month suspension for the RPC 8.4(c) violation.

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.

First, the DEC was correct to dismiss some of the allegations. With regard to RPC 1.1(a), respondent filed the divorce complaint and obtained the judgment of divorce. It is true that respondent did not file a motion for equitable distribution. However, it is not clear that she was obligated to take that action in her client's behalf. Respondent testified that Cuff did not want equitable distribution as part of the divorce action. Moreover, it appears from Cuff's own transcription of respondent's voicemail message to her that respondent tried to obtain a written agreement from Cuff for purposes of equitable distribution, but Cuff did not provide one. So, too, it appears that Cuff had determined not to pursue equitable distribution. For these reasons, we dismiss the RPC 1.1(a) and RPC 1.1(b) allegations.

Respondent did, however, lack diligence in the original representation. We find that she must have known that the misspelling of Cuff's name in the judgment required correction by way of a motion. Yet, she took no corrective action, leaving Cuff to resort to self-help by way of a pro se motion. Her

failure to take appropriate action in this regard violated RPC 1.3.

With respect to the alleged forgery, Cuff testified that she did not sign the certification. The DEC found Cuff's testimony credible. Respondent knew that her client had not signed that document, but filed it anyway, thereby misrepresenting to the court that the signature was authentic, a violation of RPC 8.4(c).

Because of respondent's general lack of credibility and for other reasons outlined below, we find that she also misrepresented to ethics authorities that Cuff had given respondent her approval to sign her name to the certification. Cuff's testimony was that she never gave anyone permission to sign her name to the certification. Moreover, the certification contained further misspellings of her name, including that spelling of her name under the signature line. Finally, the certification contained statements that Cuff had never even discussed with respondent.

We often defer to the DEC on issues of witness credibility. We do so here, finding that Cuff was believable in her testimony. Respondent, on the other hand, told three conflicting versions of the events surrounding Cuff's signature on the certification. First, she advised the OAE in a December 6, 2001

letter that she had no information about the authenticity of Cuff's signature and had not compared that signature to other exemplars, prior to filing the certification. Second, she testified at the DEC hearing that Cuff had authorized someone on her staff to sign the certification. Third, she changed her story at the DEC hearing, recalling that Cuff may have authorized her directly to affix Cuff's signature to the document.

Thereafter, when faced with her own conflicting testimony, respondent abandoned the version contained in the OAE letter, claiming that she had written that letter on the spur of the moment. None of respondent's three versions stand up to Cuff's credible testimony. The only logical conclusion to be drawn is that respondent either signed or authorized her staff to sign the certification, and later lied about it to ethics authorities. In doing so, respondent violated RPC 8.4(c) and RPC 8.1(a) (knowingly making a false statement of material fact in connection with a disciplinary matter).

In sum, respondent lacked diligence, forged her client's name to a certification that she then filed with the court, and later lied to ethics authorities about the signing of the document.



Cases involving forging a signature to a document and/or improperly executing a jurat, without more, ordinarily warrant discipline ranging from an admonition to a reprimand. See, e.g., In the Matter of Robert Simons, DRB 98-189 (July 28, 1998) (admonition imposed where the attorney signed a friend's name on an affidavit, notarized the "signature," and then submitted that document to a court); In re Giusti, 147 N.J. 265 (1997) (reprimand for attorney who forged the signature of his client on a medical release form, forged the signature of a notary public to the jurat, and then used the notary's seal); In re Reilly, 143 N.J. 34 (1995) (reprimand imposed for an attorney who improperly witnessed a signature on a power of attorney and then forged a signature on a document) In re Spagnoli, 89 N.J. 128 (1982) (public reprimand where the attorney signed his client's name on three affidavits, which he then conformed and filed with the court); and In re Conti, 75 N.J. 114 (1977) (public reprimand where the attorney's clients told his secretary that it was impossible for them to come to the attorney's office to sign a deed and instructed her to do "whatever had to be done" to record the deed; the attorney had the secretary sign the clients' names on the deed and then witnessed the signatures and took the acknowledgment).

Here, aggravating factors require severe discipline. Respondent has long displayed a pattern of lying to courts and clients. In a six-month suspension matter effective June 4, 2001, respondent made false statements of material fact and misrepresentations in letters to a court about her failure to appear at a hearing and her receipt of court notices. In a matter that led to her three-month suspension in December 2001, respondent knowingly made a false statement of material fact to another court about having been granted an adjournment, where she had never requested one. Respondent exhibited similar misconduct in the matters that are pending Court review, including a matter in which she displayed signs advertising her legal services, while suspended from the practice of law, as well as signs falsely depicting herself as an engineer, violations of RPC 7.5(a), RPC 8.4(c), and RPC 8.4(d).

After consideration of the relevant circumstances, four members determined that the appropriate discipline in this matter is a one-year suspension, to be served at the expiration of the latest of any suspensions to be imposed by the Court in the matters presently before it. Three members voted to disbar respondent for reasons set forth in a separate dissenting opinion. One member voted for an indeterminate suspension. One member did not participate.

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

Disciplinary Review Board  
Mary J. Maudsley, Chair

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

---



---

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

In the Matter of E. Lorraine Harris  
Docket No. DRB 04-190

---




---

Argued: July 15, 2004

Decided: August 24, 2004

Disposition: One-year suspension

Members	Disbar	One-year Suspension	Reprimand	Indeterminate Suspension	Dismiss	Disqualified	Did not participate
Maudsley		X					
O'Shaughnessy		X					
Boylan		X					
Holmes							X
Lolla	X						
Pashman				X			
Schwartz	X						
Stanton		X					
Wissinger	X						
<b>Total:</b>	3	4		1			1

  
 Julianne K. DeCore  
 Chief Counsel