Book

SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 98-261

IN THE MATTER OF	:
PATRICK PATEL	:
AN ATTORNEY AT LAW	:

Decision

Argued: September 17, 1998

Decided: January 11, 1999

Steven Menaker appeared on behalf of the District VI Ethics Committee.

Bernard K. Freamon appeared on behalf of respondent.

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

This matter was before the Board based on a recommendation for discipline filed by the District VI Ethics Committee ("DEC"). This matter was previously before the Board on appeal, following the DEC's dismissal of the grievance. On December 11, 1996 the Board granted the appeal and remanded the matter for a hearing before the DEC.

The complaint charged respondent with violations of *RPC* 1.2(a) (failure to abide by client's decision concerning objectives of representation), *RPC* 1.2(d) (counseling or

assisting client in illegal, criminal or fraudulent conduct), *RPC* 1.2(e) (failure to advise client of limitations on lawyer's conduct when lawyer knows client expects assistance not permitted by *RPCs*), *RPC* 1.5(c) (failure to provide client with written statement upon conclusion of contingent fee matter), *RPC* 1.15(a) (failure to maintain client funds separate from attorney funds), *RPC* 1.15(b) (failure to promptly deliver funds to client), *RPC* 1.15(c) (failure to segregate funds in dispute), *RPC* 1.15(d) (failure to comply with recordkeeping rules), *RPC* 1.7(b) (conflict of interest), *RPC* 1.8 (a) and (g) (conflict of interest), *RPC* 8.4(a) (violation of *Rules of Professional Conduct*), *RPC* 8.4(b) (commission of a criminal act reflecting adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer), *RPC* 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation) and *R.* 1:21-6(a)(1) (failure to maintain attorney trust account and records of account in which settlement funds were deposited). In addition, the complaint charged respondent with violating the "principles, opinions and generally accepted standards of professional conduct which prohibit a lawyer from threatening to present criminal charges to obtain an improper advantage in a civil matter."

Respondent was admitted to the New Jersey bar in 1985. He maintains a law office in Jersey City, New Jersey. Respondent has no disciplinary history.

* * *

At the ethics hearing, the presenter announced that he and respondent had entered into a stipulation of facts on some of the issues. The remaining issues were the subject of the hearing before the DEC. The stipulation of facts provided as follows:

> 1. In November, 1990, Respondent was a member of the law firm of Bufano, Fattizi & Patel (the Bufano firm). The Bufano firm was retained to represent Warren Hopping in a medical malpractice action against Dr. Pedowitz and others. That lawsuit was settled and on or about July 7, 1994, Respondent received a settlement draft in the sum of $45,000 jointly payable to Warren Hopping and the Bufano firm. The settlement check was deposited into Respondent's personal checking account and not into the Bufano firm Attorney Trust Account and paid by bank check payable to Francis Hopping, Grievant's wife on August 9, 1994 in the sum of $17,000 and by bank check payable to Warren Hopping on August 31, 1994 in the sum of $2,000.
>
> 2. Grievant is the father of Ronald Hopping. Ronald Hopping is a carpenter and engaged in business as Ron Hopping Carpentry at its Best (Carpentry). Grievant and Ronald Hopping signed a Line of Credit Agreement for Woodhaven Lumber Millwork, Inc. (Woodhaven). On April 25, 1994, Woodhaven obtained a Judgment against Grievant, Ronald Hopping and Carpentry in the sum of $9,279.78 together with $231.00 costs. On August 31, 1994, Respondent paid Woodhaven's attorney Kathleen Wall, $3,500 with an Attorney Trust Account check of the Bufano firm.
>
> 3. Respondent hired Ronald Hopping in December, 1991, to perform work on Respondent's summer home and advanced Hopping $20,000. At the time that Respondent decided to discontinue the project, Hopping had only performed $10,000 of work. In July, 1993, Hopping gave Respondent a $10,000 check which was dishonored for insufficient funds. By the summer of 1994, Ronald Hopping had reduced his debt to Respondent to $7,500.

* * *

In November 1990 respondent, then a member of the firm of Bufano, Fattizi and Patel, ("the firm") filed a medical malpractice action on behalf of Warren Hopping. Shortly

before the case settled for $45,000, the firm dissolved. The partnership dissolution agreement permitted respondent to retain the entire fee from the *Hopping* case. After the firm dissolved, respondent's future plans were uncertain. Another law firm was negotiating to buy property in Jersey City and had discussed with respondent a potential business relationship. After the law firm failed to buy the property, respondent established a solo practice in Jersey City.

In the interim, on July 7, 1994 the insurance company sent the *Hopping* settlement proceeds to Anthony Bufano, Jr., who had remained in the offices formerly occupied by the firm. In accordance with the partnership dissolution agreement, Bufano forwarded the insurance check to respondent, who had not yet established his own law practice and did not maintain an attorney trust account. Respondent deposited the insurance proceeds into his personal checking account.[1] The record does not disclose when Bufano sent the check to respondent or when respondent deposited it. Having waived reimbursement for costs, respondent was entitled to a fee of $15,000; Warren, thus, was due $30,000. Respondent then issued a check payable to Frances Hopping, Warren's wife, for $17,000 on August 9, 1994 and another check for $2,000 payable to Warren on August 31, 1994. According to Warren, he instructed respondent to escrow the remaining $11,000 to satisfy the Woodhaven debt. As seen below, however, respondent had another view on the purpose of the escrow.

---

[1] Based on Bufano's written statement and the testimony of Anthony Fattizi, a former law partner, that respondent was entitled to the entire *Hopping* fee, the DEC granted the presenter's motion to dismiss charges that respondent violated *RPC* 1.15(a), (b), (c) and (d) by retaining funds that belonged to the firm.

Ronald Hopping, the Hoppings' son, owned and operated a contracting business known as "Ron Hopping Carpentry at its Best" ("Carpentry"). Ronald and Warren co-signed a line of credit agreement with Woodhaven Lumber Millwork, Inc. ("Woodhaven"), enabling Carpentry to receive goods on credit. Apparently, Carpentry did not pay for goods received. As a result, Woodhaven obtained a judgment against both Warren and Ronald. Frances, who received and signed for the certified mail containing the Woodhaven judgment against Warren and Ronald, chose not to disclose this information to Warren. She also did not inform Warren that she received subsequent mail containing an order for the issuance of a warrant for his and Ronald's arrest for failure to respond to an information subpoena from Kathleen Wall, Woodhaven's attorney. Frances explained that she did not share this information with Warren because, knowing that the medical malpractice case had recently been settled, she anticipated that the Woodhaven debt would be paid off with the settlement proceeds, before the execution of the judgment or the arrest warrants.

Ultimately, Warren became aware of the judgment. He and Frances testified that they instructed respondent to distribute $11,000 of the medical malpractice settlement proceeds to Woodhaven to satisfy the judgment. Respondent, in turn, claimed that the parties had agreed to pay Woodhaven only $3,500 up front, the remaining balance to be paid in monthly installments of $500. According to respondent, the Hoppings authorized him to disburse $7,500 to himself to pay a debt owed to him when he advanced Ronald $20,000 for work to be performed on a summer house. After Ronald had completed some of the work,

respondent decided to discontinue the project. As noted earlier, Ronald's $10,000 check to respondent was returned for insufficient funds. Ronald then performed additional work on respondent's summer house, reducing his debt to respondent to $7,500.

Respondent contended that Carpentry was co-owned by Warren and Ronald as "partners." He claimed that Warren, too, had performed some of the work on his summer house. Thus, according to respondent, Warren and Ronald were jointly responsible for the $7,500 debt. Respondent testified that the Hoppings had authorized him to use the $11,000 in escrow to satisfy the $7,500 debt owed to him and $3,500 of the debt owed to Woodhaven. In turn, Frances and Warren denied any liability for Ronald's $7,500 debt to respondent.

Frances testified that, upon receipt of the $17,000 check, she asked respondent why he had issued it in her name. According to Frances, respondent's reply was that, by not issuing the check in Warren's name, he was protecting the funds from any attempt by Woodhaven to enforce its judgment against Warren. Frances stated that, when she questioned respondent why it was necessary to protect the funds when they had instructed respondent to pay off the entire Woodhaven debt, respondent retorted that these types of matters take time to resolve and did not "happen overnight."

Frances recalled that she learned about respondent's failure to pay the Woodhaven debt in full either when Woodhaven levied on the Hoppings' bank account or when an officer came to their home to take an inventory of goods to be sold at a sheriff's sale.

Frances testified that, when she contacted respondent, his reaction was "if that damn kid had kept paying that $500, everything would have been okay." Frances stated that, when she asked respondent why Ronald had to pay monthly installments of $500 to Woodhaven if respondent had been instructed to satisfy the Woodhaven debt in full, respondent replied that Ronald had incurred a different debt to Woodhaven. Whether this is true, the record does not reveal. Nevertheless, upon hearing this, Frances paid one installment of $500 on Ronald's behalf. After she discontinued the payments, Woodhaven brought proceedings to enforce the balance due. The record does not disclose whether the *Woodhaven* matter was resolved.

Respondent, in turn, contended that Frances was not a credible witness, pointing out that, when she filed the grievance against him, she represented that Warren's medical malpractice case had settled for $50,000, not $45,000, and that she had accused him of retaining Ronald's settlement funds from a personal injury action. At the hearing, Frances conceded that she had no basis for such accusations, explaining that she was "hysterical" when she wrote the grievance letter.

Ronald's testimony contradicted the stipulation of facts in various respects. At first, Ronald asserted that respondent had paid him in full for the work performed on respondent's house. Ronald denied owing respondent for sums advanced. Later in his testimony, Ronald stated that, at some point during the summer of 1994, he owed respondent $9,500. Ronald conceded that respondent never threatened any consequences if Ronald did not pay the debt

and that respondent was "pretty fair with me about it." Ronald claimed that, because respondent knew that Ronald's business was slow, respondent borrowed $19,500 from respondent's wife, from whom respondent was getting divorced, and loaned that money to Ronald. According to Ronald, respondent, however, immediately thereafter requested a check back from him for $10,000. When Ronald protested that the check would not be honored because the $19,500 was not yet available to cover any withdrawals, respondent insisted that Ronald issue the check nevertheless. Although that check was not honored, Ronald wrote a subsequent check that respondent was able to cash. Ronald contended that he had performed work on respondent's house to earn the $9,500 that respondent had already paid him. Thus, Ronald denied that he owed respondent any money. Ronald also denied discussing with his parents or with respondent the payment of the Woodhaven debt. When shown the following document, Ronald claimed inexplicably that the signature on it was his, but denied that he had signed it:

Escrow

> I Ron Hopping hereby instruct my attorney Patrick G. Patel to pay the entire proceeds of my accident case to my father Warren Hopping.[2] The payment of the money is because my father got stuck with having to pay back Woodhaven and pay back Patrick G. Patel. If I do not get any money from the case I will owe my father the money. I will also keep up with all of the payments of $500.00. I thank Patrick G. Patel for working with me and I thank my father for paying these [sic] debts.
>
> September 1994
>
> Ron Hopping

[2] Respondent represented Ronald in a personal injury action.

For his part, respondent testified that the law firm dissolved in June 1994. He claimed that, after he received Warren's $45,000 settlement check from Bufano, he deposited it in his personal checking account because he did not maintain an attorney trust account. Respondent related that, when Frances notified him of the Woodhaven judgment, he told her that, because of the potential conflict between Warren and Ronald, he could not become involved in that matter. Respondent added that, when the Hoppings asked him to help them complete the information subpoena that Warren had received from Kathleen Wall, respondent again cautioned them about the conflict and suggested that they retain another attorney. According to respondent, several days later Warren again asked respondent to represent him, stating that Frances had discussed the matter with other attorneys, who had quoted hourly fees of $200, an amount they could not afford. Although respondent conceded that he did not advise Warren, in writing, to retain another attorney, he maintained that, under the circumstances, he considered that Warren had "waived any conflict because he kept coming back to me to do the case." Respondent, therefore, helped Warren complete the information subpoena, which respondent then sent to Wall.

According to respondent, he and Wall settled the Woodhaven matter for $3,500 plus monthly payments of $500 on the balance. Respondent testified that it was not clear to him whether the monthly payments would be paid by Warren, Frances or Ronald. According to respondent, because Wall insisted that he pay the settlement by way of an attorney trust

account check, he deposited $3,500 in Bufano's attorney trust account and issued a check from that account. In addition, respondent revealed that, although he had asked that Warren's name be removed from the judgment, Woodhaven had not agreed.

Respondent denied any intent to defraud Woodhaven when he issued the check in Frances' name, asserting that there was no need to protect the settlement proceeds because he had reached an agreement with Wall. Respondent claimed that he acceded to Warren's request to make the check payable to Frances because she was named as a plaintiff in the medical malpractice complaint. He pointed out that Frances deposited the check in a joint checking account maintained by Warren and Frances, thus exposing them to Woodhaven's collection efforts. Respondent argued that the Hoppings would not have deposited the check in a joint checking account if they had intended to defraud Woodhaven.

As mentioned above, during this time respondent also represented Ronald in a personal injury matter that respondent valued at between $10,000 and $15,000. According to respondent, after an agreement was reached in the *Woodhaven* matter, Warren and Ronald agreed that, upon settlement of Ronald's personal injury case, respondent would distribute the settlement proceeds to Warren as a means for Ronald to repay Warren for the Woodhaven debt. Respondent claimed that the next day Ronald delivered to respondent's mailbox a copy of the "escrow agreement" authorizing respondent to distribute Ronald's settlement funds to Warren.

Respondent testified that one year before the above events Ronald had issued a $10,000 check to respondent that had been dishonored. He denied having borrowed $19,500 from his soon-to-be ex-wife, as Ronald claimed. Respondent maintained that, because Warren and Ronald were business partners, Warren was also responsible for the $7,500 debt owed by Ronald. According to respondent, he told Warren that, although he could file a criminal complaint against Ronald, he "would never do that." Respondent claimed that he and Warren agreed that respondent would write a letter to Warren for Warren to use as "leverage" to induce Ronald to complete the construction work on respondent's house. Respondent sent a July 18, 1994 letter to Warren that referred to, among other things, the filing of a criminal complaint against Ronald.

Respondent explained that, although the medical malpractice settlement check was sent on July 7, 1994, he did not disburse the funds to the Hoppings until August 9 because (1) the check was sent to Bufano and then forwarded to respondent on an unknown date; (2) the check was from out of state and respondent wanted to ensure that the funds cleared; and (3) respondent wanted to resolve all outstanding debts before disbursing the funds, in order to ensure that he escrowed a sufficient amount of money.

* * *

The DEC concluded that respondent violated *R.* 1:21-6(a)(1) by failing to maintain both an attorney trust account and records of the account into which settlement funds were deposited and disbursed. The DEC also found that respondent violated *RPC* 1.15(a) by failing to deposit settlement funds into an attorney trust account. The DEC further concluded that respondent's failure to deliver a closing statement to his client violated *RPC* 1.5(c) [mistakenly cited as *RPC* 1.15(c)].

Finding that respondent did not have Warren's authority to disburse $7,500 to himself to satisfy Ronald's debt, the DEC determined that respondent violated *RPC* 1.2(a). The DEC also found that respondent violated *RPC* 1.7(b) by claiming an interest in the settlement proceeds and *RPC* 1.8(a) and (g) by engaging in a transaction in which he had a conflict of interest, because he continued to represent Warren despite claiming an interest in Warren's settlement proceeds. The DEC deemed Warren's consent to the representation insufficient to cure the violation.

The DEC dismissed the following charged violations: *RPC* 1.15(b), *RPC* 1.2(d) and (e) and *RPC* 8.4(a), (b) and (c). Finally, referring to *Advisory Committee on Professional Ethics Opinion No. 595,* 118 *N.J.L.J.* 875 (1986) and *Advisory Committee on Professional Ethics Opinion No. 473*, 107 *N.J.L.J.* 137 (1981), the DEC found that respondent did not threaten to present criminal charges to obtain an improper advantage in a civil matter.

The DEC recommended that respondent receive a three-month suspension.

* * *

Following a *de novo* review of the record, the Board is satisfied that the DEC's finding of unethical conduct is supported by clear and convincing evidence. Respondent admitted that, when he settled Warren's medical malpractice case, he did not maintain an attorney trust account because he was no longer affiliated with the Bufano law firm and had not yet established his own practice. Respondent also conceded that he placed the settlement funds in his personal checking account and failed to maintain records of the settlement transaction. Respondent, thus, violated *RPC* 1.15(a) and (d) and *R.* 1:21-6(a)(1).

Additionally, although respondent maintained that his August 31, 1994 letter to the Hoppings constituted a closing statement, that letter fell short of meeting the requirements of *RPC* 1.5(c), which provides as follows:

> Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

The letter does not contain the total amount of the settlement, the amount of respondent's fee, any reference to respondent's waiver of costs or the method used to determine the client's $30,000 share, all in violation of *RPC* 1.5(c).

With respect to the conflict of interest charge, the DEC properly found that respondent violated *RPC* 1.7(b) and *RPC* 1.8(a). Respondent engaged in multiple conflict of interest situations. Because respondent represented Warren and Ronald in separate civil

actions, they were both his clients and they were both entitled to his undivided loyalty. Once respondent contemplated that Ronald's debt to him should be paid from Warren's settlement proceeds, two conflicts of interest arose: one between respondent and Warren and one between Ronald and Warren. Respondent acquired an interest in the settlement proceeds, which interest was adverse to both Warren's and Ronald's position. It was to respondent's benefit, and Warren's detriment, to have Ronald's debt to him paid from Warren's settlement funds. Although respondent claimed that Warren waived the conflict, respondent did not comply with *RPC* 1.8(a), which prohibits an attorney from acquiring a pecuniary interest adverse to a client unless (1) the terms in which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing; (2) the client is advised of the desirability of seeking the advice of independent counsel and (3) the client consents in writing.[3] Moreover, respondent did not assert that he discussed the matter with Ronald, who was also his client. Additionally, in his July 18, 1994 letter to Warren, respondent suggested that Ronald's debt to respondent be paid from Warren's settlement proceeds (which would be detrimental to Warren) and that respondent file a motion to remove Warren's name from the Woodhaven judgment (which would be detrimental to Ronald). Respondent breached his duty of loyalty to both Ronald and Warren. Respondent,

[3] Pursuant to *R.* 1:20-(6)(2)(C), the burden of proof in disciplinary proceedings is on the presenter, while the burden of going forward regarding defenses is on the respondent. Thus, it was respondent's burden to demonstrate that his clients consented to his representation despite the conflict of interest; it was not the presenter's burden to prove the absence of consent, as contended by respondent's counsel.

thus, created a conflict of interest situation between himself and Warren and between Ronald and Warren, in violation of *RPC* 1.7(b) and *RPC* 1.8(b).

The DEC found that respondent also violated *RPC* 1.8(g), which prohibits an attorney who represents two clients from making an aggregate settlement of their claims without each client's consent. Because respondent did not make an aggregate settlement of Ronald's and Warren's claims, that *RPC* is not applicable. The Board, therefore, dismissed that charge.

On the issue of whether respondent was authorized to pay Ronald's debt from the medical malpractice proceeds, the testimony presented was in conflict. Frances and Warren testified that they authorized respondent to pay only the Woodhaven judgment. They denied even discussing the question of Ronald's debt with respondent. In contrast, respondent testified that the Hoppings expressly authorized him, although not in writing, to satisfy Ronald's debt out of the settlement funds and to pay only $3,500 toward the Woodhaven judgment. The Board, thus, could not find by clear and convincing evidence that respondent failed to abide by his clients' decision concerning the objectives of representation. Accordingly, the Board dismissed the charge of a violation of *RPC* 1.2(a).

With respect to whether respondent participated in an attempt to defraud Woodhaven, respondent claimed that Warren requested that he issue the settlement check to Frances and that, because she was a named plaintiff, the check was properly payable to her. Although it appears that Frances was not a named plaintiff in the medical malpractice action, respondent apparently believed that he had filed a *per quod* action in her behalf. Respondent denied any

intention to defraud creditors, pointing out that, after the Hoppings received the settlement check, they deposited it into a joint bank account, thereby exposing those funds to Warren's creditors. Based on the foregoing, there was not clear and convincing evidence that respondent counseled or assisted the Hoppings in the commission of fraudulent conduct, in violation of *RPC* 1.2(d), that he failed to advise them of the limitations on a lawyer's conduct in violation of *RPC* 1.2(e), that he attempted to violate *RPC* 8.4(c), in violation of *RPC* 8.4(a) or that he committed a criminal act, in violation of *RPC* 8.4(b). Accordingly, the Board dismissed those charges.

The complaint charged that respondent violated *RPC* 1.15(b) by failing to promptly deliver settlement funds to his client. The settlement check was mailed to Bufano on July 7, 1994. The presenter, however, failed to introduce any evidence of when respondent received the settlement check from Bufano. Moreover, respondent testified that he was required to wait until the funds, written on an out-of-state check, cleared and until all debts were resolved. The check was mailed to Bufano on July 7, 1994; respondent disbursed most of the funds on August 9, 1994. There was no unreasonable delay in delivery of the funds. Hence, the Board dismissed the charge of a violation of *RPC* 1.15(b).

The complaint charged that respondent, in order to gain advantage in a civil matter, threatened to bring criminal charges against Ronald Hopping, in violation of "the principles, opinions and generally accepted standards of professional conduct." The presenter relied on *Advisory Committee on Professional Ethics Opinion No. 595*, 118 *N.J.L.J.* 875 (1986) and

Advisory Committee on Professional Ethics Opinion No. 473, 107 *N.J.L.J.* 137 (1981) in support of the proposition that an attorney may not threaten criminal charges to gain an advantage in a civil matter. In a July 18, 1994 letter to Warren respondent wrote the following:

> I am left with [Ronald's] debt, and the only recourse is to file a criminal complaint against him. Of course, since the amount of money is so great, the Superior Court will issue a warrant and arrest him.
>
> My suggestion is that my debt be paid in full and I will file a motion to have your name removed from the judgment, at no cost to you.
>
> [Exhibit C-9]

It did not escape the Board's attention that, notwithstanding the fact that Ronald's debt to respondent was outstanding for approximately one year, respondent chose to mention the debt, as well as the potential for Ronald's arrest, in the same letter in which respondent suggested that Warren allow him to use Warren's medical malpractice proceeds to pay Ronald's debt. Thus, respondent threatened Warren with Ronald's arrest to induce Warren to authorize respondent to satisfy Ronald's debt from Warren's funds, in violation of *RPC* 3.4(g), which provides that a lawyer shall not present, participate in presenting or threaten to present criminal charges to obtain an improper advantage in a civil matter.

The sole remaining issue is the appropriate degree of discipline. Respondent failed to maintain an attorney trust account; failed to maintain necessary records; failed to provide his client with a closing statement upon settlement of a contingent fee matter; engaged in several conflict-of-interest situations; and threatened criminal prosecution to secure an

improper advantage in a civil matter. The Court has repeatedly held that, absent egregious circumstances or economic injury to clients, a reprimand constitutes sufficient discipline for engaging in a conflict of interest situation. *In re Berkowitz*, 136 *N.J.* 134 (1994); *In re Porro*, 134 *N.J.* 524 (1993); *In re Doig*, 134 *N.J.* 118 (1993); *In re Woeckener*, 199 *N.J.* 273 (1990); *In re Paschon*, 118 *N.J.* 430 (1990). The Court has also held that threatening criminal prosecution to gain an unfair advantage in a civil matter warrants a suspension. In *In re Cohn*, 46 *N.J.* 202 (1966), the attorney represented a tavern-owner who was being sued by an injured patron and her husband. During depositions, the attorney learned that, because the plaintiff's earlier marriage had not been dissolved, her current marriage was not valid. In order to induce the plaintiff to dismiss the civil lawsuit, the attorney participated in the filing of criminal bigamy charges. He was suspended for one year. In another matter, an attorney also received a one-year suspension when, in a collection matter, he threatened to bring criminal proceedings unless a $70 debt was paid, along with his $100 counsel fee. *In re Dworkin*, 16 *N.J.* 455 (1954). *See also In re Loigman*, 117 *N.J.* 222 (1989) (attorney reprimanded for, among other ethics violations, filing a criminal complaint against a client for failure to pay legal fees) and *In re Barrett*, 88 *N.J.* 459 (1982) (attorney suspended for three years for threatening to file and filing criminal charges against an adversary, only to obtain dismissal of those charges after the civil matter was settled; attorney also entered into an improper business transaction with a client, signed a client's name – with his client's authorization – to an affidavit filed with the court, took a client's jurat out of her presence

and altered a judgment that his adversary had previously consented to, misrepresenting to the court that the attorney had consented to the revision).

Here, the Board determined that a period of suspension is required. Respondent displayed a callous disregard for his clients' interests. By claiming an interest in the settlement proceeds, he created a serious conflict of interest situation, in that he and his clients, Warren and Ronald, all had an interest in those monies. Rather than withdraw as counsel, respondent continued to represent both clients. Furthermore, he compounded his misconduct by threatening Warren with Ronald's arrest.

Based on the foregoing, the Board unanimously determined to impose a six-month suspension.

The Board further determined to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs.

Dated: 1/11/99

By: _____
LEE M. HYMERLING
Chair
Disciplinary Review Board

SUPREME COURT OF NEW JERSEY

DISCIPLINARY REVIEW BOARD VOTING RECORD

In the Matter of Patrick Patel
Docket No. DRB 98-261

Argued: September 17, 1998

Decided: January 11, 1999

Disposition: Six-Month Suspension

Members	Disbar	Six-Month Suspension	Reprimand	Admonition	Dismiss	Disqualified	Did not Participate
Hymerling		x					
Zazzali		x					
Brody		x					
Cole		x					
Lolla		x					
Maudsley		x					
Peterson		x					
Schwartz		x					
Thompson		x					
Total:		9					

Robyn M. Hill 1/15/99
Robyn M. Hill
Chief Counsel