SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 16-021
District Docket No. XIV-2014-0618E

IN THE MATTER OF	:
CHERI S. WILLIAMS ROBINSON	:
AN ATTORNEY AT LAW	:

Decision

Argued: May 19, 2016

Decided: October 25, 2016

Hillary K. Horton appeared on behalf of the Office of Attorney Ethics.

Respondent did not appear.

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

This matter was before us on a motion for reciprocal discipline filed by the Office of Attorney Ethics (OAE), following Pennsylvania's suspension of respondent for one year and one day, for her violation of the Pennsylvania equivalent of New Jersey RPC 1.1(a) (gross neglect); RPC 1.3 (lack of diligence); RPC 1.4(b) (failure to keep the client reasonably informed about the status of a matter and promptly comply with reasonable requests for information); RPC 1.4(c) (failure to

explain the matter to the extent reasonably necessary to permit the client to make informed decisions regarding representation); RPC 1.5(a) (unreasonable fee); RPC 1.15(a) (failure to safeguard client funds); RPC 1.15(b) (failure to promptly deliver funds or property to client or third party to which they are entitled); RPC 1.15(c) (failure to keep separate funds in which the attorney and a third party claim an interest); RPC 1.16(d) (failure to refund unearned advance fee); and RPC 3.2 (failure to expedite litigation). The OAE seeks a censure. For the reasons expressed below, we determined to grant the motion and impose a six-month suspension.

Respondent was admitted to the New Jersey bar in 2001 and the Pennsylvania bar in 2002. She is currently suspended from the practice of law in Pennsylvania.

On August 25, 2014, respondent was placed on the list of ineligible attorneys for failure to pay the annual attorney assessment to the New Jersey Lawyers' Fund for Client Protection (the Fund). Subsequently, she was temporarily suspended from the practice of law in New Jersey, effective July 6, 2015, and ordered to pay a monetary sanction for failing to comply with the determination of a fee arbitration committee. In re Robinson, 222 N.J. 312 (2015). She remains suspended to date.

On October 21, 2015, respondent received a reprimand for violating RPC 1.1(a), RPC 1.1(b), RPC 1.3, RPC 1.4(b), and RPC 8.1(b), based on conduct that occurred in 2013. In re Robinson, 223 N.J. 289 (2015).

On January 28, 2016, we determined to impose a three-month suspension on respondent, in two combined default matters, for her failure to communicate with her clients in 2009 and 2013, respectively. That matter is currently pending before the Court.

On May 13, 2013, the Pennsylvania Office of Disciplinary Counsel (ODC) filed a Petition for Discipline alleging the following violations of the Pennsylvania Rules of Professional Conduct: RPC 1.1 (competence); RPC 1.3 (diligence); RPC 1.4(a)(2) (failure to reasonably consult with client about the means by which the client's objectives are to be accomplished); RPC 1.4(a)(3) (failure to keep client reasonably informed); RPC 1.4(a)(4) (failure to promptly comply with reasonable requests for information); RPC 1.4(a)(5) (failure to consult with client about any relevant limitation of the lawyer's conduct when the lawyer knows the client expects assistance not permitted by the rules); RPC 1.4(b) (failure to explain matter to extent reasonably necessary to permit client to make informed decisions); RPC 1.5(a) (charging an illegal or excessive fee); RPC 1.15(b) (failure to hold all fiduciary funds separate from

lawyer's own property); RPC 1.15(f) (failure to hold all fiduciary funds separate until any dispute is resolved; failure to promptly disburse all fiduciary funds in which interests are not in dispute); RPC 1.15(i) (failure to deposit into trust fund all legal fees and expenses that have been paid in advance, to be withdrawn by the attorney only as earned); RPC 1.15(m) (failure to place all qualified non-fiduciary funds into an IOLTA account); RPC 1.16(a)(1) (representing a client where the representation will result in an RPC violation); and RPC 3.2 (failure to expedite litigation). Respondent did not file an answer to that petition.

On September 5, 2013, an evidentiary hearing was held, at which respondent appeared and testified. However, respondent had not filed an answer to the petition. Thus, on January 7, 2014, the hearing committee filed its report finding that, pursuant to Pennsylvania Rule of Disciplinary Enforcement 208(b)(3), all facts contained in the Petition were deemed admitted because respondent failed to file a formal answer to the disciplinary petition. The committee concluded that respondent "does not appear to understand the gravity of her responsibility to her clients, the public or the basics of practicing law." It noted that respondent had not repaid her client, and that she has "a likelihood of repeating her misconduct without further oversight

regarding her practice and its finances," and therefore, she poses a "serious risk to the public." The committee recommended that respondent be suspended for one year and one day, and that she be required to repay $26,800 to the Pennsylvania Lawyer's Fund for Client Security.

On May 13, 2014, the Disciplinary Board of the Supreme Court of Pennsylvania (PaDB) issued a written opinion in which it found the following facts:

On January 6, 2010, Leslav and Diana Nieviarovski retained respondent to obtain mortgage modifications on four properties they owned in Yonkers, New York. Respondent, who was not admitted to the New York bar, assured the Nieviarovskis that her "godfather," a New York lawyer, would be working with her on the case. Respondent's "godfather," however, retired shortly thereafter, and she sought to enter into a partnership with another New York lawyer, Wilfredo Pesante.

At their January 6, 2010 meeting, respondent and the Nieviarovskis executed a Litigation Services Agreement (the "agreement"). The agreement identified each of the four New York properties and provided a description of the scope of the representation. Specifically, the purpose of the agreement was "Offensive Pre-litigation and possible litigation (including defense of Counter Suits)." Respondent indicated she did not have

experience with offensive litigation (although she did litigate counterclaims), or with workout cases where the individuals were current on their mortgage.

The agreement required payment of a $10,000 retainer, followed by monthly payments of $1,400 until the matters were resolved, with a maximum of $40,000 total fee (or $10,000 per property). The agreement also set forth an hourly billing rate of $450. Respondent explained that she chose a higher New York rate because she expected to hire a New York attorney to complete the work. The agreement did not state that any portion of the fee or expenses was "earned upon receipt" or "nonrefundable."

On January 8, 2010, respondent cashed the Nieviarovskis $10,000 check in satisfaction of the initial retainer. On January 12, 2010, respondent e-mailed the Nieviarovskis to confirm receipt of the signed and notarized authorizations and to inform them that she would begin working on their matter the next morning. Although the agreement stated that respondent would conduct a weekly conference call with her clients and that all correspondence would be mailed to them on a weekly basis, the Nieviarovskis began to feel uncomfortable almost immediately because of their failure to receive the first required weekly status report from respondent. Therefore, on January 21, 2010, the Nieviarovskis e-mailed respondent and requested an update.

Respondent told them that she would send them a summary the next day. Respondent did not send a summary the next day or in the days that followed.

On January 31, 2010, the Nieviarovskis sent a follow up e-mail to respondent, to which she replied on February 1, 2010, claiming that she had experienced technical delays, that her new document system was supposed to e-mail the notes, and that the case notes would need to be done by hand. Again, respondent did not send her clients the notes. Also on February 1, the Nieviarovskis e-mailed respondent to ask whether she had received the documents from Bank of America required to complete the forensic audits. Respondent did not reply to that communication.

On February 16, 2010, Jennifer Caggiano, a family friend of the Nieviarovskis, e-mailed respondent seeking a status report, a weekly conference call, and weekly e-mail correspondence, as promised under the agreement. Caggiano also asked whether respondent had received all necessary documents and whether she had implemented the new e-mail system as represented in her February 1, 2010 e-mail. On February 19, 2010, respondent provided Caggiano with an update. Caggiano replied in an e-mail on February 22, 2010, requesting further information about compelling legal action, but respondent did not reply.

On March 7, 2010, the Nieviarovskis' son, George, sent respondent an e-mail on behalf of his parents, requesting information. Respondent declined to speak to him and claimed that she and Ms. Nieviarovski had spoken on the phone. That "conversation," however, consisted only of respondent telling Ms. Nieviarovski not to be so concerned. On March 7 and March 9, 2010, George again demanded that respondent answer his questions. Respondent told him, "[w]e agreed that there would be a conversation via phone every week to last no more than twenty minutes. Check the agreement. I am not in a position to download anything tonight." Sometime in April 2010, Ms. Nieviarovski discovered errors in a forensic audit relating to one of the properties. She became alarmed and immediately called respondent. Respondent once again, although through her assistant this time, told her not to "worry so much."

On May 16, June 9, and July 21, 2010, the Nieviarovskis again tried, unsuccessfully, to contact respondent for a status report. The July 21 e-mail requested a return of their money and stated that their "general situation is deteriorating." On July 22, 2010, respondent accepted a call from Ms. Nieviarovski and told her that she had not seen the letters and other materials they had been stapling to the monthly checks they continued to mail to respondent.

On July 30, 2010, Ms. Nieviarovski and her son had a telephone conference with respondent and another person identified by respondent as a New York attorney. They asked respondent for an accounting of her time and billing. On the same day, George expressed the urgency of his parents' situation in an e-mail to respondent. Respondent told him that she was sending the requested information by certified mail. On August 2, 2010, she sent two packages to the Nieviarovskis. Upon receipt, the Nieviarovskis noticed the return address on the package showed a new office address and new law firm name for respondent. Respondent had not previously notified them of these changes.

The packages contained a "purported list of work respondent claimed to have performed from January 12, 2010 to June 1, 2010, reflecting 44 total hours," documents showing minimal contact between respondent and various banks, and draft interrogatories and document requests from Wells Fargo, directed to the Nieviarovskis. Nothing in the package indicated that respondent had begun to prepare in any meaningful way for legal action or suit on her clients' behalf.

Two days later, on August 4, 2010, Ms. Nieviarovski called respondent and arranged an office meeting for August 31, 2010 at 11:00 a.m. On August 6, 2010, Ms. Nieviarovski sent respondent a letter, by certified mail, inquiring whether they needed to

respond to the interrogatories; expressing disappointment in the documents received; conveying her "dismay" and "astonishment" at respondent's July 22 statement that she did not have the notes and letters stapled to the checks; confirming that respondent had told them that the entire process for dealing with the mortgages on the four properties would take one year; confirming that they were making their seventh monthly installment payment without having received the weekly updates promised in the agreement; enclosing the most recent statements for their mortgages; and requesting a meeting sooner than August 31. On August 12, 2010, respondent's office accepted delivery of the certified mail.

On August 31, 2010, the Nieviarovskis and their adult sons travelled from New York to respondent's office in Fort Washington, Pennsylvania. Respondent was not available at the 11:00 a.m. agreed-upon meeting time. She kept the Nieviarovskis waiting until 2:00 p.m. Once the meeting began, respondent opened the August 6, 2010 letter in front of her clients, apologized for her repeated failure to provide the weekly status reports, and promised to provide them going forward. She explained that the materials she sent were draft interrogatories to be directed to all concerned banks, and that she was supervising two law students in revising the interrogatories. She promised to serve the interrogatories on the banks by the end of the week and

provided a timeline for the litigation. Respondent also explained, for the first time, that it would be difficult to obtain mortgage modifications since the payments were not delinquent. Respondent further discussed her office move and new computer system, admitted that she had not provided periodic updates, and attempted to justify her failure to initiate litigation by stating, for the first time, that she could not institute suit until a substantial portion of her fee had been paid.

At that meeting, respondent also referenced the purported "accounting" and said that if the Nieviarovskis terminated representation, they would be in default of the agreement and would be billed the hourly rate of $450. The "accounting" referenced forty-four hours of legal work, which at the $450/hour rate totaled $19,800, the exact amount the Nieviarovskis had paid respondent, as of August 2010. The Nieviarovskis became concerned that, if they terminated representation at that point, respondent would retain the entire amount. The "accounting" respondent supplied for the August 31, 2010 meeting was the only time record respondent provided her clients and was "unsupported by any contemporaneous time records." Further, the little work done on the Nieviarovskis' matter, and the draft discovery prepared by two law students, billed at a rate of $450 per hour, was useless

to the Nieviarovskis and was prepared to justify the excessive and unearned fees respondent had already collected from them.

Following the August 31, 2010 meeting, respondent discontinued virtually all communication with her clients, who continued to send her requests for information. The Nieviarovskis attempted to contact respondent on September 27, October 15, November 5, November 11, November 18, and November 28, 2010. On December 2, 2010, the Nieviarovskis sent respondent a letter and check for their $1,400 monthly payment, as they consistently had done since the inception of the representation.

On January 2, 2011, the Nieviarovskis sent respondent a letter, along with their $1,400 check, which stated that they were "extremely concerned" that respondent was taking their money without any intention of providing them with legal services. From January 2011 through November 2011, the Nieviarovskis continued to send respondent money and letters expressing their dissatisfaction. Additionally, Mr. Nieviarovski left numerous voice messages for respondent that she failed to return.

From February through December 2010, respondent deposited her client's checks into her operating account. In January 2011, however, respondent stopped negotiating the Nieviarovskis' monthly $1,400 checks, with the exception of the March 2011 check, which she deposited into an operating account she

maintained. The Nieviarovskis continued to send checks through 2011, which respondent did not negotiate. Unbeknownst to the Nieviarovskis, respondent previously had terminated the agreement. The Nieviarovskis demanded a full refund in September 2011. Respondent made no refunds, did not hold the amount claimed separate pending resolution of the dispute, and retained the monthly checks the Nieviarovskis continued to send through November 2011, which, at that point, totaled the $40,000 capped fee.

Respondent eventually admitted that she did many things wrong regarding this matter. She admitted being inattentive to her clients and generally neglecting her bookkeeping duties. She expressed a desire to repay the funds to the Nieviarovskis through a payment plan. Previously, however, on May 1, 2012, after respondent failed to cooperate with the Pennsylvania Lawyers Fund for Client Security, the Fund issued $26,800 to the Nieviarovskis.

The PaDB concluded that respondent violated the following Pennsylvania Rules of Professional Conduct: RPC 1.1 (competence); RPC 1.3 (diligence); RPC 1.4(a)(2) (failure to consult with client about the means by which the client's objectives are to be accomplished); RPC 1.4(a)(3) (failure to keep client reasonably informed); RPC 1.4(a)(4) (failure to promptly comply with

reasonable requests for information); RPC 1.4(b) (failure to explain matter to extent necessary to permit client to make informed decision); RPC 1.5(a) (charging an illegal/excessive fee); RPC 1.15(b) (failure to hold all fiduciary funds separate and properly safeguard); RPC 1.15(f) (failure to hold all disputed funds separate and promptly distribute all portions not in dispute); RPC 1.15(i) (failure to deposit advance fees into trust fund); RPC 1.15(m) (failure to deposit all qualified funds, which are not fiduciary funds into an IOLTA account); and RPC 3.2 (failure to expedite litigation).

The PaDB noted that, in February 2011, respondent had received an informal admonition for her conduct in two client matters. In one case, she was retained to assist a client in modifying two mortgages, yet failed to take action and engaged in a pattern of depositing her own funds into her escrow account, which held client funds. In the second case, respondent was retained to obtain a mortgage modification, but failed to reasonably explain the basis or rate of her fees and failed to provide a written fee agreement to her client. The PaDB agreed with the committee that respondent should be suspended for one year and one day, followed by a one-year period of probation with a financial monitor.

On September 30, 2014, the Pennsylvania Supreme Court accepted that recommendation, suspended respondent for one year and one day, imposed a one-year period of probation, and subjected respondent to financial monitoring.

* * *

On review of the full record, we determined to grant the OAE's motion for reciprocal discipline. Pursuant to R. 1:20-14(a)(5), another jurisdiction's finding of misconduct shall establish conclusively the facts on which it rests for purposes of disciplinary proceedings. Therefore, we adopt the findings of the PaDB and find respondent guilty of violating the correlative New Jersey RPCs.

Reciprocal discipline proceedings in New Jersey are governed by R. 1:20-14(a)(4), which provides:

> The Board shall recommend the imposition of the identical action or discipline unless the respondent demonstrates, or the Board finds on the face of the record on which the discipline in another jurisdiction was predicated that it clearly appears that:
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> (A) the disciplinary or disability order of the foreign jurisdiction was not entered;
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> (B) the disciplinary or disability order of the foreign jurisdiction does not apply to the respondent;
>
> (C) the disciplinary or disability order of the foreign jurisdiction does not remain in full force and effect as the result of appellate proceedings;

> (D) the procedure followed in the foreign disciplinary matter was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process; or
>
> (E) the unethical conduct established warrants substantially different discipline.

A review of the record does not reveal any conditions that would fall within the ambit of subparagraphs (A) through (D). Paragraph E applies, however. In New Jersey, respondent's misconduct would merit discipline less severe than the one-year-and-one-day suspension imposed in Pennsylvania.

Respondent's conduct violated both New Jersey RPC 1.1(a) and RPC 1.3. Respondent grossly neglected the New York matters and did not diligently pursue any of their objectives. In fact, respondent did none of the work she was retained to perform. Although respondent admitted she had never performed offensive litigation pertaining to mortgage modifications, she had promised to engage counsel experienced in that area. She never did so.

Respondent's conduct also violated RPC 1.4(b) and (c). She consistently and repeatedly ignored a multitude of attempts by the Nieviarovskis to communicate with her and, despite agreeing to do so, never provided weekly status updates or forwarded communications and case notes to them. When respondent finally spoke with her clients, she cavalierly instructed them not to worry so much, evidencing her own lack of interest in their

matter. Further, respondent blatantly ignored pertinent correspondence from her clients, even opening a letter from them, for the first time, in their presence, after having received it nineteen days previously. Eventually, respondent ceased all communication, without properly terminating the relationship, essentially abandoning her clients.

Similarly, respondent failed to explain the matter fully to her clients. It was not until eight months after the Nieviarovskis retained her that respondent finally explained to them that achieving mortgage modifications would be difficult because the mortgage payments were current. Also, after eight months, respondent, for the first time, informed the Nieviarovskis that she would not initiate a lawsuit on their behalf until a substantial portion of her fee had been paid.

Respondent also charged a grossly unreasonable fee, in violation of RPC 1.5(a). The retainer provided for an hourly fee of $450, capped at $40,000, and included an initial retainer of $10,000. The purpose of the representation was to preemptively obtain modifications of four mortgages, an undertaking in which respondent had no previous experience and in a State in which she was not licensed to practice. In total, respondent deposited $26,800 of the $40,000 in checks she received as a fee from the Nieviarovskis. This fee was wholly inconsistent with the amount

of time or effort she spent on the matter or with the results obtained.

Respondent also violated RPC 1.15(a), (b), and (c), and RPC 1.16(d). Specifically, after she stopped negotiating the Nieviarovskis' checks in January 2011, she failed to appropriately safeguard those checks, neither depositing them in a bank account nor returning them to her clients, a violation of RPC 1.15(a). Further, after unilaterally terminating the representation, and after the Nieviarovskis demanded a refund of their monies, respondent failed to promptly deliver those funds to them, which clearly had not been earned, a violation of RPC 1.15(b). Moreover, after terminating the representation, respondent deposited her clients' monies into her business account and, hence, failed to keep separate those funds until any dispute about a potential refund of unearned fees could be resolved, a violation of RPC 1.15(c). Additionally, respondent failed to properly notify the Nieviarovskis that she had terminated the representation and was no longer pursuing their matter, and failed to return the entire unearned portion of the fees she had collected, a violation of RPC 1.16(d).

The OAE urges us to find respondent guilty of a violation of RPC 8.1(b), based on her failure to reply to any of the numerous communications she received from the Pennsylvania Lawyers Fund

for Client Security (LFCS) in respect of the Nieviarovskis' claim. Respondent was not charged with a violation of PaRPC 8.1(b).[1] Nor did the Pennsylvania Board find her guilty of misconduct in that regard. Rather, it simply noted, seemingly in aggravation, that respondent had completely ignored all communications from the LFCS and that she remained in possession of the funds her clients had paid her.

RPC 8.1(b), in relevant part, prohibits a lawyer from knowingly failing to respond to a lawful demand for information from an "admissions or disciplinary authority." We do not view a Client Security Fund as an "admissions or disciplinary authority." Nor can we discern any basis in the Pennsylvania LFCS' Rules and Regulations or in our Rule 1:28 that suggests otherwise or that subjects an attorney to discipline for failure to participate in the Fund's process. Rather, both the Pennsylvania and New Jersey Rules contain provisions that allow the Fund to pursue the responsible attorney for reimbursement of amounts paid to his clients. For these reasons, we decline to find a violation of RPC 8.1(b), as urged by the OAE.

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[1] PaRPC 8.1(b) is identical to New Jersey's RPC 8.1(b).

The record also does not support a finding that respondent violated RPC 3.2, which applies only to conduct in respect of pending litigation and not conduct regarding an attorney's failure to institute litigation. See, e.g., In the Matter of David S. Rochman, DRB 09-307 (April 20, 2010) (slip op. at 49); and In the Matter of Thomas DeSeno, DRB 08-367 (May 12, 2009) (slip op. at 21). Here, because respondent had not initiated a lawsuit, no litigation was pending and RPC 3.2, therefore, is not applicable to these facts.

In sum, respondent violated RPC 1.1(a); RPC 1.3; RPC 1.4(b) and (c); RPC 1.5(a); RPC 1.15(a), (b), and (c); and RPC 1.16(d).

Conduct involving gross neglect, lack of diligence, and failure to communicate with clients ordinarily results in either an admonition or a reprimand, depending on the number of client matters involved, the gravity of the offenses, the harm to the clients, and the seriousness of the attorney's disciplinary history. See, e.g., In the Matter of Walter N. Wilson, DRB 15-338 (November 24, 2015) (admonition; attorney, hired to handle a tax appeal from the loss of a special assessment, neither filed an appeal nor advised his client of the deadline, thus depriving the client of the opportunity to perfect an appeal, violations of RPC 1.1(a) and RPC 1.3; in mitigation, we considered that the attorney had no prior formal discipline; his misconduct involved

only one client matter, and did not result in significant injury to him; his misconduct was not for personal gain; and, at the time of the misconduct, he was caring for his girlfriend, who was seriously ill) and In re Sachs, 223 N.J. 241 (2015) (reprimand imposed on attorney who had represented two sisters in the sale of a home, against which two liens had attached; the title company required the amount of the liens to be held in escrow, and the sisters provided the funds; despite his promise to do so, the attorney did not negotiate the pay-off of the judgments, leaving the title company to do so using the escrowed monies, and retaining the balance as its fee; the attorney neither obtained a bill from the title company, justifying its fee, nor told his clients that the title company had taken a fee; he also failed to return one of the client's telephone calls for several years after the escrow funds had been disbursed; violations of RPC 1.1(a), RPC 1.3, and RPC 1.4(b); reprimand imposed due to economic loss suffered by the clients).

Generally, an admonition is appropriate for charging an unreasonable fee, or failing to promptly return an unearned retainer or fee. See, e.g., In re Gourvitz, 200 N.J. 261 (2009) (we observed that an admonition would be the appropriate discipline for an attorney who charged a nonrefundable fee in two matrimonial matters; attorney also failed to promptly refund a

client's retainer; a reprimand was imposed, however, due to the attorney's ethics history (prior reprimand)); In the Matter of Raymond L. Hamlin, DRB 09-051 (June 11, 2009) (admonition imposed on an attorney who failed to set forth in writing the basis or rate of the fee, a violation of RPC 1.5(b), and attempted to collect a $50,000 fee in a case in which he obtained no recovery for the client, a violation of RPC 1.5(a)); and In the Matter of Larissa A. Pelc, DRB 05-165 (July 28, 2005) (admonition for one-year delay in returning unearned fee).

Failure to promptly deliver funds to clients or third persons, and failure to keep separate funds in which the attorney and another person claim an interest, even where accompanied by other ethics violations, typically results in an admonition. See, e.g., In the Matter of Raymond Armour, DRB 11-451, DRB 11-452, and DRB 11-453 (March 19, 2012) (in three personal injury matters, attorney did not promptly notify his clients of his receipt of settlement funds and did not promptly disburse their share of the funds; the attorney also failed to properly communicate with the clients; mitigation considered, including attorney's unblemished record since his 1994 admission); In the Matter of Gary T. Steele, DRB 10-433 (March 29, 2011) (following a real estate closing, attorney paid himself a $49,500 fee from the closing proceeds, knowing that the client had not authorized

that disbursement, and did not promptly turn over the balance of the funds to the client; the attorney also did not return the file to the client, as had been requested); and In the Matter of Joel C. Seltzer, DRB 09-009 (June 11, 2009) (attorney failed to promptly deliver funds to a third party; he also failed to memorialize the rate or basis of his fee; attorney had an unblemished record since his 1980 admission).

Failing to safeguard client funds also may result in an admonition. See, e.g., In re Sternstein, 223 N.J. 536 (2015) (admonition; after the attorney had received five checks from a bankruptcy court, representing payment of his clients' claim against the bankrupt defendant, he failed to deposit the checks into his attorney trust account, choosing instead to place the checks in his desk, a violation of RPC 1.15(a); the attorney also failed to inform his clients of his receipt of the funds, a violation of RPC 1.15(b); despite two prior suspensions, we did not enhance the discipline because those matters were remote in time (seventeen and twenty years earlier) and involved conduct unrelated to the conduct at issue).

Although respondent's conduct, in a vacuum, might merit a reprimand or a censure, we must consider both aggravating and mitigating factors to determine the appropriate discipline. At

the outset, we note no mitigating factors. Aggravating factors, however, abound.

Since her admission to practice, respondent not only has been the subject of prior discipline in both New Jersey and Pennsylvania, but also is facing potential additional discipline in New Jersey in the two default matters currently pending before the Court. In all of those cases (consisting of five separate client matters) respondent had been retained in mortgage foreclosure/modification matters. Such cases involve clients in presumably dire financial circumstances, and thus, called for close and prompt attention. Yet, in each one of those cases, respondent accepted sizeable retainers and other fees, and essentially performed no services. In almost all of those matters, respondent engaged in a pattern of ignoring her client's requests for information. In none of the matters did respondent voluntarily return the substantial fees she had not earned. In short, respondent appears to have engaged in a continuing pattern of misconduct that has left her financially-troubled clients in an even worse position than when they first consulted her. Nowhere is that more clear than in this case.

Particularly troubling to us is respondent's apparent indifference to her clients' predicament. She charged the Nieviarovskis a very large retainer, continued to accept monthly

fee payments from them, and then did nothing to advance their interests or to keep them informed of the status of their matters. When she was finally forced to meet with the Nieviarovskis, who travelled from New York to her office in Pennsylvania, she kept them waiting for three hours beyond their appointed time. The insult did not end there.

Instead, at that meeting, and in the presence of her clients, respondent opened a letter she had received from them weeks earlier, only one in a long line of many unanswered communications. It was then, for the very first time – eight months into the representation – that respondent informed the Nieviarovskis that a mortgage modification, the very purpose for which they had retained her, would be difficult because they were not in arrears. Then, again for the first time, she further informed them that she would not be able to institute litigation in their behalf until a substantial portion of her fee was paid. By that point, respondent already had accepted from the Nieviarovskis fee payments totaling almost $20,000, including the retainer. Also by that point, she had done nothing in their behalf.

Undaunted, and also at that meeting, respondent produced an "accounting" of her time, which was unsupported by any contemporaneous time records, and which totaled the exact amount

the Nieviarovskis had already paid her. The PaDB found that the accounting had no basis in reality and had been created by respondent solely to justify the excessive and unearned fees she already had taken. When the Nieviarovskis began to express concern about continuing the relationship, respondent warned them that, if they decided to terminate the representation, they would be in breach of the Legal Services Contract and that she would retain the sums they had already paid her. Her threat was effective. The Nieviarovskis decided to continue the representation, fearing that respondent would keep the sums they had paid. Unbeknownst to them, however, and perhaps as the final affront, respondent unilaterally terminated the representation several months later, first keeping one more fee payment, and leaving the Nieviarovskis to find substitute counsel.

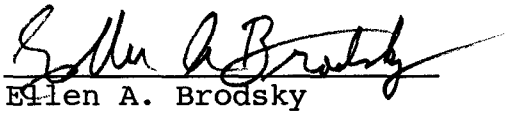
The more we learn of respondent, the more we see the damage she causes to her clients, and to the legal profession as a whole, by her continued inability to conduct herself in accordance with the most basic professional standards and her apparent indifference to the disciplinary process. Not only did her prior New Jersey disciplinary matters proceed on a default basis, but also she took no opportunity to participate in the present matter before us. Thus, under the totality of the circumstances, we determine that respondent should be suspended

for six months. We further recommend that this suspension be consecutive to the three-month suspension currently pending before the Court and, further, that respondent's reinstatement be conditioned on her reinstatement in Pennsylvania and on her repayment of $26,800 to the Pennsylvania Lawyers Fund for Client Security.

Member Gallipoli voted for disbarment. Vice-Chair Baugh and Member Zmirich did not participate.

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 Cheri S. Williams Robinson
Docket No. DRB 16-021

Argued: May 19, 2016

Decided: October 25, 2016

Disposition: Six-month consecutive suspension

Members	Six-month Consecutive Suspension	Disbar	Did not participate
Frost	X		
Baugh			X
Boyer	X		
Clark	X		
Gallipoli		X	
Hoberman	X		
Rivera	X		
Singer	X		
Zmirich			X
Total:	6	1	2

Ellen A. Brodsky
Chief Counsel