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RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 962
TRENTON, NEW JERSEY 08625-0962
(609) 815-2920

ELLEN A. BRODSKY
CHIEF COUNSEL

PAULA T. GRANUZZO
DEPUTY CHIEF COUNSEL

MELISSA URBAN
FIRST ASSISTANT COUNSEL

TIMOTHY M. ELLIS

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COLIN T. TAMS

KATHRYN ANNE WINTERLE
ASSISTANT COUNSEL

May 23, 2018

Mark Neary, Clerk
Supreme Court of New Jersey
P.O. Box 970
Trenton, New Jersey 08625-0962

Re: In the Matter of Farrah A. Irving
Docket No. DRB 18-076
District Docket No. IIA-2017-0005E

Dear Mr. Neary:

The Disciplinary Review Board reviewed the motion for discipline by consent (reprimand or such lesser discipline as the Board deems appropriate) filed by the District IIA Ethics Committee ("DEC"), pursuant to R. 1:20-10(b). Following a review of the record, the Board determined to grant the motion. In the Board's view, a reprimand is the appropriate quantum of discipline for respondent's violations of RPC 1.5(c) (failure to provide a contingent fee agreement, stating the method by which the fee is to be determined), RPC 3.3(a) (lack of candor to a tribunal), RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation), and RPC 8.4(d) (conduct prejudicial to the administration of justice).

Specifically, in February 2014, Rosalynd Smith retained respondent to file a petition with the Office of Administrative Law to contest Smith's notice from the Paterson School Board that her contract would not be renewed and she would not receive tenure. Both respondent and Smith were aware that the statute of

limitations had expired on Smith's claim. Respondent, however, agreed to assert an alternate theory of the case, in an attempt to expand the statute of limitations. Respondent did not provide Smith with an agreement setting forth the basis or rate of the fee, believing that it was unnecessary in a fee shifting case, which she considered the case to be.

Prior to filing the petition, respondent sent a draft of it to Smith for her review. Smith found two minor errors in the petition, which respondent corrected. Respondent also prepared a certification for Smith's signature, which asserted, among other things, that Smith had read the petition and that, to the best of her knowledge, the facts contained therein were true. Respondent signed the petition "R. Smith," without including a notation on the certification that Smith had not personally signed it. Smith maintained that she had read the petition and would have signed the certification had she been asked to do so. Respondent admitted that she signed it, but did so "simply to save time."

Respondent admitted that she violated RPC 1.5(c) by failing to provide a written fee agreement to Smith, and RPC 3.3(a), RPC 8.4(c), and RPC 8.4(d) by filing the certification with the court, which contained a signature purporting to be Smith's.

Typically, the discipline imposed in cases involving failure to provide a client with a writing communicating the basis or rate of the fee is an admonition. See, e.g., In the Matter of Paul W. Sonstein, DRB 17-044 (April 25, 2017) (attorney failed to provide the client with a writing setting forth the basis or rate of the fee in a workers' compensation matter at the inception of the litigation, or within a reasonable time thereafter; numerous mitigating circumstances considered); In the Matter of Gerald M. Saluti, DRB 11-358 (January 20, 2012) (attorney failed to communicate his fee in writing with respect to a post-conviction relief application and a potential appeal from the client's conviction); and In the Matter of Myron D. Milch, DRB 11-110 (July 27, 2011) (attorney did not memorialize the basis or rate of his fee in writing; the attorney also lacked diligence in the case and failed to communicate with the client).

As to improperly signing a client's name on documents, a reprimand may result depending on the presence of mitigating or aggravating circumstances. See, e.g., In re Uchendu, 177 N.J. 509 (2003) (motion for reciprocal discipline; reprimand for attorney

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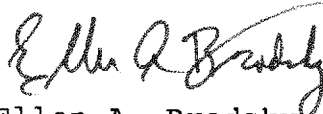
who improperly signed clients' names on at least sixteen documents; on thirteen of the documents, he placed his initials, presumably to indicate he had signed on their behalf, notarized four of the documents, and filed them with the probate court; mitigation included the attorney's submission of affidavits from some of the clients, stating that they had authorized him to sign their names).

Here, the Board considered, in mitigation, that: respondent had no ethics history; she was a relatively newly admitted attorney at the time of the misconduct; knowing that the statute of limitations had already expired, she was aware that the likelihood of success was questionable, but, nevertheless, tried to help Smith; she was remorseful and apologetic for her conduct; and she was candid and cooperative with the DEC investigation.

Enclosed are the following documents:

1. Notice of motion for discipline by consent, dated December 27, 2017.
2. Stipulation of discipline by consent, dated December 21, 2017.
3. Affidavit of consent, dated December 18, 2017.
4. Ethics history, dated May 23, 2018.

Very truly yours,



Ellen A. Brodsky
Chief Counsel

EAB/sl
Encls.

c: See attached list

I/M/O Farrah A. Irving, DRB 18-076

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c: (w/o enclosures)
Bonnie C. Frost, Chair
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