

SUPREME COURT OF NEW JERSEY  
Disciplinary Review Board  
Docket No. DRB 17-429  
District Docket No. VA-2016-0010E

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IN THE MATTER OF  
LAMOURIA BOYD  
AN ATTORNEY AT LAW

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Decision

Argued: March 15, 2018

Decided: June 18, 2018

Carla M. Silva appeared on behalf of the District VA Ethics Committee.

Respondent appeared pro se.

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

This matter was before us on a disciplinary recommendation for an admonition filed by the District VA Ethics Committee (DEC). We determined to treat the matter as a recommendation for greater discipline, in accordance with R. 1:20-15(f)(4). The three-count formal ethics complaint charged respondent with violating RPC 1.5(b) (failure to communicate in writing the rate

or basis of the fee, specifically, by failing to comply with R. 5:3-5(a) (count one); RPC 1.16(c) (failure to comply with applicable law when terminating a representation, specifically, by failing to comply with R. 5:3-5(d)) (count two); and RPC 1.3 (lack of diligence) (count three).

For the reasons set forth below, we determine to impose a reprimand.

Respondent earned admission to the New Jersey bar in 1996. During the relevant time frame, she maintained an office for the practice of law in Newark, Essex County, New Jersey. She has no disciplinary history.

We turn to the facts of this case. On November 19, 2013, the grievant, Raquele Strickland (then known as Raquele Strickland-Dale), retained respondent to represent her in divorce proceedings. Respondent and Strickland executed a retainer agreement that set forth the scope of services and respondent's hourly rate, and provided for billing at regular intervals; the agreement further required the advance payment of \$1,000 for all court appearances. Strickland paid respondent a \$2,500 retainer, via three installments.

The Family Court Rules, including R. 5:3-5(a)(5), govern retainer agreements in matrimonial matters. That Rule requires retainer agreements to include provisions regarding

when bills are to be rendered, which shall be no less frequently than once every ninety days, provided that services have been rendered during that period; when payment is to be made; whether interest is to be charged, provided, however, that the running of interest shall not commence prior to thirty days following the rendering of the bill; and whether and in what manner the initial retainer is required to be replenished[.]

On November 18, 2014, respondent and Strickland attended an early settlement panel proceeding in the Superior Court of New Jersey, Middlesex County. There, Strickland and her spouse negotiated a settlement agreement, which was placed on the record, and the Honorable Lisa M. Vignuolo entered a Final Judgment of Divorce. The Final Judgment, however, required the parties to submit an Amended Judgment, within ten days, setting forth the terms of the settlement agreement, and further provided that "counsel of record are not released from representation of the parties until such time as the Amended Judgment incorporating the terms of the settlement has been filed with the Court."

That same date, respondent informed Strickland that the \$2,500 retainer had been exhausted and required replenishing. Strickland did not provide respondent with additional funds.

As of December 22, 2014, more than one month after the entry of the Final Judgment, the parties still had not submitted the Amended Judgment to the court. Upon respondent's request,

the court granted the parties additional time to do so. Respondent arranged a February 11, 2015 meeting of the parties and prepared the Amended Judgment and a Property Settlement Agreement (PSA), which the parties and counsel executed at that meeting. Thereafter, respondent refused to file the Amended Judgment, because she was not willing to perform additional work for Strickland without receiving additional fees. Respondent, however, did not seek to be relieved as counsel for Strickland. At the ethics hearing, respondent testified that submitting a motion to be relieved as counsel would have been "futile," because the court would have denied it.

Rule 5:3-5(d), which governs the termination of an attorney's representation in a matrimonial matter, provides, in relevant part

(1) An attorney may withdraw from representation ninety (90) days or more prior to the scheduled trial date on the client's consent in accordance with R. 1:11-2(a)(1). If the client does not consent, the attorney may withdraw only on leave of court as provided in subparagraph (2) of this rule.

(2) Within ninety (90) days of a scheduled trial date, an attorney may withdraw from a matter only by leave of court, on motion with notice to all parties. The motion shall be supported by the attorney's affidavit or certification setting forth the reasons for the application and shall have annexed the written retainer agreement. In deciding the motion, the court shall consider, among other relevant factors, the terms of the written retainer agreement and whether either the

attorney or the client has breached the terms of that agreement; the age of the action; the imminence of the scheduled trial; the complexity of the issues; the ability of the client to timely retain substituted counsel; the amount of fees already paid by the client to the attorney; the likelihood that the attorney will receive payment of any balance due under the retainer agreement if the matter is tried; the burden on the attorney if the withdrawal application is not granted; and the prejudice to the client or to any other party.

Between the November 2014 hearing and April 2015, Strickland called respondent more than ten times, requesting that respondent provide an itemized bill and that she file the Amended Judgment and the PSA with the court. In a March 30, 2015 letter, Strickland requested respondent to file the Amended Judgment and the PSA with the court. Respondent, however, neither sent Strickland an itemized bill nor filed the divorce papers with the court. According to Strickland, respondent failed to provide her with any monthly billings or invoices in 2013 or 2014.

On April 29 and May 1, 2015, in response to Strickland's written requests, respondent represented that she would send Strickland an itemized bill, but, both times, failed to do so. At the ethics hearing, Strickland testified that respondent finally sent her an itemized bill, in October 2016, which did not appear to credit the \$2,500 retainer, and reflected a balance owed of \$9,359.60. Respondent conceded having sent the

bill late, but blamed the delay on issues with her accounting software and the pressures of her practice. In May 2017, respondent provided the DEC hearing panel with an amended bill that purportedly credited the \$2,500 retainer.

Ultimately, in June and November 2015, Strickland filed pro se motions with the court to conclude the divorce proceedings. Despite her efforts, Strickland's divorce was not finalized until January 2017, more than two years after the entry of the Final Judgment.

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The DEC determined that respondent violated RPC 1.5(b) by failing to provide Strickland with itemized billings as required in a matrimonial matter, pursuant to R. 5:3-5(a). Although respondent claimed that, in November 2014, the \$2,500 retainer had been exhausted, respondent failed to provide an itemized bill in support of that position until October 2016, despite multiple requests from the client.

Next, the DEC found that respondent violated RPC 1.16(c). Specifically, the DEC determined that respondent, due to her fee dispute with Strickland, ceased representing her client without first having obtained an order relieving her as counsel, as required in a matrimonial matter, pursuant to R. 5:3-5(d). She,

thus, failed to comply with applicable law and, instead, unilaterally and improperly terminated the representation.

Finally, the DEC determined that respondent violated RPC 1.3, by failing to file the executed Amended Judgment and the PSA, documents that she had exclusively possessed, since February 11, 2015, and that she was required to file with the court to complete the divorce. The DEC found that respondent refused to make the filings, due solely to her fee dispute with Strickland.

In mitigation, the DEC considered that respondent had no prior discipline; cooperated with ethics authorities; did not commit the misconduct for personal gain; could not finance respondent's case due to her own financial obligations; and took remedial measures to improve her billing processes. The DEC found no aggravating factors.

The DEC recommended that respondent receive an admonition.

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Following a de novo review, we are satisfied that the record clearly and convincingly establishes that respondent was guilty of unethical conduct. Specifically, we determine that respondent violated RPC 1.3, RPC 1.16(c), and RPC 1.5(b). We determine, however, that the DEC's admonition recommendation is insufficient.

First, in respect of the RPC 1.5(b) allegation, respondent admitted that she did not render bills to Strickland at regular intervals, as R. 5:3-5(a)(5) expressly requires. To the contrary, respondent demanded to be paid additional legal fees, despite her failure to itemize her fees. Respondent was retained in November 2013, but did not provide an itemized bill to Strickland until October 2016, notwithstanding the client's numerous requests for an itemized bill - efforts that respondent had no choice but to concede, given the documentary evidence of same.

Notably, respondent rendered no bills to Strickland until after disciplinary proceedings had commenced, despite asserting that the client's \$2,500 retainer had been exhausted in November 2014 and required replenishing. Instead of rendering to her client the required itemized invoices, which may have ended the fee impasse between the parties, respondent unilaterally determined to cease performing work on her client's matter in an improper exercise of leverage.

The essential question, however, is whether respondent's violation of R. 5:3-5(a)(5) is also a violation of RPC 1.5(b). We examined this very issue in In re Franco, 212 N.J. 470 (2012). In that case, we determined that the attorney's failure to provide regular billings violated R. 5:3-5(a)(5), but that



the complaint had not charged him with any RPC "that captures the failure to abide by these requirements and renders them unethical." In the Matters of Randi Kern Franco and Robert Achille Franco, DRB 12-053, 12-054, 12-055, and 12-056 (August 7, 2012) (slip op. at 66-67). In so determining, we relied on our prior holding in In re Gourvitz, 200 N.J. 261 (2009), where we concluded that, unlike rules that impose page limits, or filing and service deadlines that are meant to assist the courts and the parties in the management of litigation, court rules that are designed to protect clients, including R. 5:3-5(b), which addresses limitations on retainer agreements, "are a different matter."

Specifically, with respect to the non-refundable retainer fee provision under scrutiny in Gourvitz, we found that "the net effect" of such a provision was "to punish the client for terminating the representation or to force the client to remain in the attorney-client relationship even if the client is unhappy with the lawyer's services," which is per se unreasonable. In the Matter of Elliot Gourvitz, DRB 08-326 (May 12, 2009) (slip op. at 31).

In Franco, we concluded that there can be no doubt that the intent of the requirement for regular billings set forth under R. 5:3-5(a)(5) is to protect the client. In the Matters of Randi

Kern Franco and Robert Achille Franco, DRB 12-053, 12-054, 12-055, and 12-056 (August 7, 2012) (slip op. at 67). Here, unlike in Franco, the OAE has charged RPC 1.5(b) to capture respondent's failure to abide by the requirements of R. 5:3-5(a)(5) and render her conduct unethical.

RPC 1.5(b) requires that, "when a lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated in writing to the client before or within a reasonable time after commencing the representation." In combination with the requirement for regular billings set forth under R. 5:3-5(a)(5), respondent's failure to provide her client with timely bills, and the absence of any RPC that perfectly encompasses such misconduct, RPC 1.5(b) is properly charged. Therefore, given respondent's admitted violation of R. 5:3-5(a)(5), we sustain the charged violation of RPC 1.5(b).<sup>1</sup>

Next, in respect of the RPC 1.16(c) allegation, respondent admitted that she unilaterally ceased performing work on Strickland's divorce matter. Although respondent disputed the DEC's contention that she ceased performing as a result of a fee

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<sup>1</sup> Arguably, RPC 1.4(b) (failure to communicate with a client) and RPC 3.4(c) (knowingly disobeying an obligation under the rules of a tribunal) would also be proper charges to capture the same misconduct, in light of Strickland's repeated, unfulfilled requests that respondent provide her with an itemized bill. The complaint, however, did not charge a violation of RPC 1.4(b) or RPC 3.4(c).

dispute, she offered no meritorious defense for her conduct. Moreover, she conceded the application of R. 5:3-5(d), but hollowly averred that filing a motion with the family court would have been "futile." Respondent's de facto termination of the representation violated not only R. 5:3-5(d), but also the court's directive, set forth in the Final Judgment, that "counsel of record are not released from representation of the parties until such time as the Amended Judgment incorporating the terms of the settlement has been filed with the Court." Respondent, thus, violated RPC 1.16(c).<sup>2</sup>

Finally, in respect of the RPC 1.3 allegation, again, respondent admits that she unilaterally ceased performing work on Strickland's divorce matter. Respondent failed to file the executed Amended Judgment and the PSA, documents that she exclusively possessed as of February 11, 2015, and that she was required to file with the court to complete the divorce. Essentially, respondent refused to file the documents, despite her duty to her client, her obligation to the Family Court Rules and RPCs, and the express terms of the court order, in a failed attempt to extract additional legal fees from Strickland. We

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<sup>2</sup> Although respondent's refusal to continue to represent Strickland also might have violated RPC 3.4(c), the complaint did not allege a violation of that Rule. Therefore, we may not consider that RPC violation.

conclude that respondent refused to make the filings due solely to her fee dispute with her client. Respondent's refusal to finalize Strickland's divorce via the simple act of filing documents that she possessed was without justification, and violated RPC 1.3.

The sole issue left for determination is the appropriate quantum of discipline for respondent's violations of RPC 1.3, RPC 1.5(b), and RPC 1.16(c). An admonition typically results for an attorney's lack of diligence in the handling of a client's matter, even if accompanied by other non-egregious violations. See, e.g., In the Matter of Fred Braverman, DRB 17-015 (April 25, 2017) (attorney permitted the client's personal injury case to be dismissed for lack of prosecution and failed to reply to her multiple attempts to contact him for information about the status of the matter; mitigation included the attorney's full cooperation with the investigation, his decision to no longer accept personal injury cases, and his untreated illnesses at the time of the representation); In the Matter of Sergei Orel, DRB 16-407 (February 23, 2017) (attorney lacked diligence in the appeal of a possible immigration removal determination and failed to communicate important aspects of the case to the client; aggravating factors included the attorney's delay in surrendering the client's file to subsequent counsel and to the

ethics investigator; a mitigating factor was the attorney's otherwise unblemished fifteen years at the bar); and In the Matter of Brian F. Fowler, DRB 11-234 (November 30, 2011) (client's civil suit was dismissed twice for failing to provide discovery - first without prejudice, then with prejudice; we considered the attorney's depression, which impeded his diligent representation of the client's interests).

Similarly, conduct involving failure to prepare a fee writing, required by RPC 1.5, even if accompanied by other, non-serious ethics offenses, typically results in an admonition. See, e.g., In the Matter of John L. Conroy, Jr., DRB 15-248 (October 16, 2015) (attorney violated RPC 1.5(b) when he agreed to draft a will, living will, and power of attorney, and to process a disability claim for a new client, but failed to provide the client with a writing setting forth the basis or rate of his fee; thereafter, the attorney was lax in keeping his client and the client's sister informed about the matter, which resulted in the client's filing of the disability claim, a violation of RPC 1.3 and RPC 1.4(b); the attorney also practiced law while administratively ineligible to do so, a violation of RPC 5.5(a); finally, he failed to reply to the ethics investigator's three requests for information, a violation of RPC 8.1(b); we considered that, ultimately, the attorney had

entered into a disciplinary stipulation, that he agreed to return the entire \$2,500 fee to help compensate the client for lost retroactive benefits, and that he had an otherwise unblemished record in his forty years at the bar) and In the Matter of Osualdo Gonzalez, DRB 14-042 (May 21, 2014) (the attorney failed to communicate to the client, in writing, the basis or rate of the fee, a violation of RPC 1.5(b); he also failed to communicate with the client, choosing instead to communicate only with his prior counsel, a violation of RPC 1.4(b); in addition, at some point, the attorney caused his client's complaint to be withdrawn, based not on a request from the client, but, rather, on a statement from his prior lawyer that the client no longer wished to pursue the claim, a violation of RPC 1.2(a); in mitigation, we considered the attorney's pristine record in twenty-seven years at the bar, and several letters attesting to the attorney's good moral character).

Few reported disciplinary cases have addressed violations of RPC 1.16(c). In one such case, however, In re Saavedra, 162 N.J. 108 (1999), a three-month suspension was imposed. There, the attorney unilaterally withdrew from the representation of a minor in connection with a delinquency complaint. In the Matter of Ignacio Saavedra, Jr., DRB 99-006 (March 18, 1999) (slip op.

at 3). When the juvenile's family failed to pay Saavedra's fee, he left the courthouse without notifying the judge, who then rescheduled the matter. Ibid. When the juvenile appeared before the judge in a different matter, another attorney informed the judge that Saavedra was no longer representing the juvenile. Id. at 4. Because the trial date already had been set in the first matter, that attorney was directed to inform Saavedra that he could not unilaterally withdraw from the representation and was required to file a motion to be relieved as counsel. Ibid. When Saavedra appeared later that day, the judge informed him that it was unlikely that such a motion would be granted at that late date. Id. at 5.

Saavedra neither appeared for the rescheduled trial nor filed a timely motion to withdraw from the representation. Ibid. The judge again adjourned the trial. Ibid. The judge received Saavedra's motion the day after the scheduled trial, denied it, and required Saavedra to appear at the rescheduled trial. Ibid. Saavedra again failed to appear. Ibid.

Saavedra was found guilty of having violated RPC 1.16(c), as well as RPC 1.1(a) (gross neglect), RPC 1.3 (lack of diligence), and RPC 8.4(d) (conduct prejudicial to the administration of justice). Id. at 11. In imposing a three-month suspension, we considered the attorney's significant

disciplinary record, which included a private reprimand, a reprimand, and a three-month suspension. Id. at 11-12.

In In re Kern, 135 N.J. 463 (1994), after twenty-six days of a medical license hearing before the Office of Administrative Law (OAL), Kern moved to be relieved as counsel, on the ground that his clients had failed to pay fees and costs then due, in the amount of approximately \$85,000. In the Matter of Steven I. Kern, DRB 92-389 (August 3, 1993) (slip op. at 3). The Administrative Law Judge (ALJ) was primarily concerned with the integrity of the administration process and with the clear prejudice that would result, if Kern were permitted to step away at that late stage of the proceedings. Id. at 4-5. Anticipating that the complex administrative proceeding would likely continue for another twenty-five to fifty days, the ALJ denied the attorney's application. Ibid. Following that determination, when Kern's several vigorous attempts to be relieved as counsel proved unsuccessful, he refused to appear when the administrative hearings resumed. Id. at 5-9.

We found that, once the OAL issued an order, regardless of the grounds advanced by the attorney, "he had an absolute obligation" to continue to represent his client, absent a contrary order from a higher court or tribunal. Id. at 13. Kern could not unilaterally terminate that representation. Id. at 14.



In imposing a reprimand, we considered mitigating factors, including the attorney's unblemished disciplinary record and the fact that he found himself in difficult circumstances, "when he was forced to continue to represent individuals who engaged in a pattern of threats against him and who themselves recognized that such threats rendered effective representation extremely difficult." Id. at 16. We also considered that, although misguided, the attorney's actions were the result of his sincere belief that it was ethically impermissible for him to continue his representation. Ibid.

Here, respondent's unilateral decision to cease working on Strickland's matter, a de facto termination of the representation, constitutes her most serious misconduct. Despite her denials, respondent's motivation clearly was to exert leverage on her client, in an attempt to extract additional legal fees. Even if the additional legal fees were owed to respondent, she inexplicably refused to render her client a bill, as required by R. 5:3-5(a)(5), despite the client's persistent requests. Then, rather than seek relief from the court, as required by R. 5:3-5(d), respondent engaged in a campaign of inaction, holding the fully-executed divorce papers captive, in an apparent effort to force Strickland to remit

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The DEC recommended that respondent receive an admonition.

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Following a de novo review, we are satisfied that the record clearly and convincingly establishes that respondent was guilty of unethical conduct. Specifically, we determine that respondent violated RPC 1.3, RPC 1.16(c), and RPC 1.5(b). We determine, however, that the DEC's admonition recommendation is insufficient.



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The essential question, however, is whether respondent's violation of R. 5:3-5(a)(5) is also a violation of RPC 1.5(b). We examined this very issue in In re Franco, 212 N.J. 470 (2012). In that case, we determined that the attorney's failure to provide regular billings violated R. 5:3-5(a)(5), but that

the complaint had not charged him with any RPC "that captures the failure to abide by these requirements and renders them unethical." In the Matters of Randi Kern Franco and Robert Achille Franco, DRB 12-053, 12-054, 12-055, and 12-056 (August 7, 2012) (slip op. at 66-67). In so determining, we relied on our prior holding in In re Gourvitz, 200 N.J. 261 (2009), where we concluded that, unlike rules that impose page limits, or filing and service deadlines that are meant to assist the courts and the parties in the management of litigation, court rules that are designed to protect clients, including R. 5:3-5(b), which addresses limitations on retainer agreements, "are a different matter."

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Next, in respect of the RPC 1.16(c) allegation, respondent admitted that she unilaterally ceased performing work on Strickland's divorce matter. Although respondent disputed the DEC's contention that she ceased performing as a result of a fee

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<sup>1</sup> Arguably, RPC 1.4(b) (failure to communicate with a client) and RPC 3.4(c) (knowingly disobeying an obligation under the rules of a tribunal) would also be proper charges to capture the same misconduct, in light of Strickland's repeated, unfulfilled requests that respondent provide her with an itemized bill. The complaint, however, did not charge a violation of RPC 1.4(b) or RPC 3.4(c).

dispute, she offered no meritorious defense for her conduct. Moreover, she conceded the application of R. 5:3-5(d), but hollowly averred that filing a motion with the family court would have been "futile." Respondent's de facto termination of the representation violated not only R. 5:3-5(d), but also the court's directive, set forth in the Final Judgment, that "counsel of record are not released from representation of the parties until such time as the Amended Judgment incorporating the terms of the settlement has been filed with the Court." Respondent, thus, violated RPC 1.16(c).<sup>2</sup>

Finally, in respect of the RPC 1.3 allegation, again, respondent admits that she unilaterally ceased performing work on Strickland's divorce matter. Respondent failed to file the executed Amended Judgment and the PSA, documents that she exclusively possessed as of February 11, 2015, and that she was required to file with the court to complete the divorce. Essentially, respondent refused to file the documents, despite her duty to her client, her obligation to the Family Court Rules and RPCs, and the express terms of the court order, in a failed attempt to extract additional legal fees from Strickland. We

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<sup>2</sup> Although respondent's refusal to continue to represent Strickland also might have violated RPC 3.4(c), the complaint did not allege a violation of that Rule. Therefore, we may not consider that RPC violation.

conclude that respondent refused to make the filings due solely to her fee dispute with her client. Respondent's refusal to finalize Strickland's divorce via the simple act of filing documents that she possessed was without justification, and violated RPC 1.3.

The sole issue left for determination is the appropriate quantum of discipline for respondent's violations of RPC 1.3, RPC 1.5(b), and RPC 1.16(c). An admonition typically results for an attorney's lack of diligence in the handling of a client's matter, even if accompanied by other non-egregious violations. See, e.g., In the Matter of Fred Braverman, DRB 17-015 (April 25, 2017) (attorney permitted the client's personal injury case to be dismissed for lack of prosecution and failed to reply to her multiple attempts to contact him for information about the status of the matter; mitigation included the attorney's full cooperation with the investigation, his decision to no longer accept personal injury cases, and his untreated illnesses at the time of the representation); In the Matter of Sergei Orel, DRB 16-407 (February 23, 2017) (attorney lacked diligence in the appeal of a possible immigration removal determination and failed to communicate important aspects of the case to the client; aggravating factors included the attorney's delay in surrendering the client's file to subsequent counsel and to the

ethics investigator; a mitigating factor was the attorney's otherwise unblemished fifteen years at the bar); and In the Matter of Brian F. Fowler, DRB 11-234 (November 30, 2011) (client's civil suit was dismissed twice for failing to provide discovery - first without prejudice, then with prejudice; we considered the attorney's depression, which impeded his diligent representation of the client's interests).

Similarly, conduct involving failure to prepare a fee writing, required by RPC 1.5, even if accompanied by other, non-serious ethics offenses, typically results in an admonition. See, e.g., In the Matter of John L. Conroy, Jr., DRB 15-248 (October 16, 2015) (attorney violated RPC 1.5(b) when he agreed to draft a will, living will, and power of attorney, and to process a disability claim for a new client, but failed to provide the client with a writing setting forth the basis or rate of his fee; thereafter, the attorney was lax in keeping his client and the client's sister informed about the matter, which resulted in the client's filing of the disability claim, a violation of RPC 1.3 and RPC 1.4(b); the attorney also practiced law while administratively ineligible to do so, a violation of RPC 5.5(a); finally, he failed to reply to the ethics investigator's three requests for information, a violation of RPC 8.1(b); we considered that, ultimately, the attorney had

entered into a disciplinary stipulation, that he agreed to return the entire \$2,500 fee to help compensate the client for lost retroactive benefits, and that he had an otherwise unblemished record in his forty years at the bar) and In the Matter of Osualdo Gonzalez, DRB 14-042 (May 21, 2014) (the attorney failed to communicate to the client, in writing, the basis or rate of the fee, a violation of RPC 1.5(b); he also failed to communicate with the client, choosing instead to communicate only with his prior counsel, a violation of RPC 1.4(b); in addition, at some point, the attorney caused his client's complaint to be withdrawn, based not on a request from the client, but, rather, on a statement from his prior lawyer that the client no longer wished to pursue the claim, a violation of RPC 1.2(a); in mitigation, we considered the attorney's pristine record in twenty-seven years at the bar, and several letters attesting to the attorney's good moral character).

Few reported disciplinary cases have addressed violations of RPC 1.16(c). In one such case, however, In re Saavedra, 162 N.J. 108 (1999), a three-month suspension was imposed. There, the attorney unilaterally withdrew from the representation of a minor in connection with a delinquency complaint. In the Matter of Ignacio Saavedra, Jr., DRB 99-006 (March 18, 1999) (slip op.

at 3). When the juvenile's family failed to pay Saavedra's fee, he left the courthouse without notifying the judge, who then rescheduled the matter. Ibid. When the juvenile appeared before the judge in a different matter, another attorney informed the judge that Saavedra was no longer representing the juvenile. Id. at 4. Because the trial date already had been set in the first matter, that attorney was directed to inform Saavedra that he could not unilaterally withdraw from the representation and was required to file a motion to be relieved as counsel. Ibid. When Saavedra appeared later that day, the judge informed him that it was unlikely that such a motion would be granted at that late date. Id. at 5.

Saavedra neither appeared for the rescheduled trial nor filed a timely motion to withdraw from the representation. Ibid. The judge again adjourned the trial. Ibid. The judge received Saavedra's motion the day after the scheduled trial, denied it, and required Saavedra to appear at the rescheduled trial. Ibid. Saavedra again failed to appear. Ibid.

Saavedra was found guilty of having violated RPC 1.16(c), as well as RPC 1.1(a) (gross neglect), RPC 1.3 (lack of diligence), and RPC 8.4(d) (conduct prejudicial to the administration of justice). Id. at 11. In imposing a three-month suspension, we considered the attorney's significant



disciplinary record, which included a private reprimand, a reprimand, and a three-month suspension. Id. at 11-12.

In In re Kern, 135 N.J. 463 (1994), after twenty-six days of a medical license hearing before the Office of Administrative Law (OAL), Kern moved to be relieved as counsel, on the ground that his clients had failed to pay fees and costs then due, in the amount of approximately \$85,000. In the Matter of Steven I. Kern, DRB 92-389 (August 3, 1993) (slip op. at 3). The Administrative Law Judge (ALJ) was primarily concerned with the integrity of the administration process and with the clear prejudice that would result, if Kern were permitted to step away at that late stage of the proceedings. Id. at 4-5. Anticipating that the complex administrative proceeding would likely continue for another twenty-five to fifty days, the ALJ denied the attorney's application. Ibid. Following that determination, when Kern's several vigorous attempts to be relieved as counsel proved unsuccessful, he refused to appear when the administrative hearings resumed. Id. at 5-9.

We found that, once the OAL issued an order, regardless of the grounds advanced by the attorney, "he had an absolute obligation" to continue to represent his client, absent a contrary order from a higher court or tribunal. Id. at 13. Kern could not unilaterally terminate that representation. Id. at 14.

In imposing a reprimand, we considered mitigating factors, including the attorney's unblemished disciplinary record and the fact that he found himself in difficult circumstances, "when he was forced to continue to represent individuals who engaged in a pattern of threats against him and who themselves recognized that such threats rendered effective representation extremely difficult." Id. at 16. We also considered that, although misguided, the attorney's actions were the result of his sincere belief that it was ethically impermissible for him to continue his representation. Ibid.

Here, respondent's unilateral decision to cease working on Strickland's matter, a de facto termination of the representation, constitutes her most serious misconduct. Despite her denials, respondent's motivation clearly was to exert leverage on her client, in an attempt to extract additional legal fees. Even if the additional legal fees were owed to respondent, she inexplicably refused to render her client a bill, as required by R. 5:3-5(a)(5), despite the client's persistent requests. Then, rather than seek relief from the court, as required by R. 5:3-5(d), respondent engaged in a campaign of inaction, holding the fully-executed divorce papers captive, in an apparent effort to force Strickland to remit

additional legal fees, which she continually had failed to itemize.

Respondent's misconduct, viewed in a light most favorable to her, is comparable to that of the attorney in Kern, who received a reprimand. Like that attorney, respondent had "an absolute obligation" to continue to represent her client, pursuant to both the court's order in the Final Judgment and the Family Court Rules. Arguably, the attorney in Kern presented more compelling mitigation than does respondent, given his client's threats against him, the extraordinary amount of legal fees and costs he was owed, and his "sincere belief" that it was ethically impermissible to continue the representation. Additionally, unlike the attorney in Kern, respondent also violated RPC 1.3 and RPC 1.5(b). In mitigation, respondent has no disciplinary history in twenty-two years at the bar. On balance, based on applicable precedent, we determine to impose a reprimand for respondent's misconduct.

Vice-Chair Baugh and Members Clark, Rivera, and Singer found no clear and convincing evidence that respondent violated either RPC 1.3 or RPC 1.5(b), and, therefore, voted to impose an admonition.

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  
Ellen A. Brodsky  
Chief Counsel

SUPREME COURT OF NEW JERSEY  
DISCIPLINARY REVIEW BOARD  
VOTING RECORD


In the Matter of Lamouria Boyd  
Docket No. DRB 17-429

Argued: March 15, 2018

Decided: June 18, 2018

Disposition: Reprimand

<i>Members</i>	Reprimand	Admonition
Frost	X	
Baugh		X
Boyer	X	
Clark		X
Gallipoli	X	
Hoberman	X	
Rivera		X
Singer		X
Zmirich	X	
Total:	5	4

  
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Ellen A. Brodsky  
Chief Counsel