

SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. 18-012
District Docket Nos. IIB-2015-0006E;
IIB-2015-0008E; IIB-2015-0013E;
IIB-2016-0010E; and IIB-2016-0011E

IN THE MATTER OF
MATTHEW M. GORMAN
AN ATTORNEY AT LAW

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Decision

Decided: July 27, 2018

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

This matter was before us on a certification of the record, filed by the District IIB Ethics Committee (DEC), pursuant to R. 1:20-4(f). The formal ethics complaint charged respondent with the following violations in five client matters: RPC 1.1(a) (gross neglect), RPC 1.1(b) (pattern of neglect), RPC 1.3 (lack of diligence), RPC 1.4, presumably (b) (failure to communicate with the client), RPC 1.5(a) (unreasonable fee), RPC 1.5(b) (failure to set forth in writing the basis or rate of the fee), and RPC 8.1, presumably, (b) (failure to cooperate with

disciplinary authorities). The complaint charged respondent with having violated RPC 8.4, presumably (c) (conduct involving dishonesty, fraud, deceit or misrepresentation) in four client matters; unspecified provisions of RPC 1.16 (declining or terminating representation) in three client matters; and RPC 8.4, presumably (d) (conduct prejudicial to the administration of justice) in one client matter. For the reasons set forth below, we determine to impose a six-month suspension on respondent for his multiple ethics infractions.

Respondent was admitted to the New Jersey bar in 2012. At the relevant times, he maintained an office for the practice of law in Hackensack.

Effective May 11, 2016, the Court temporarily suspended respondent for failure to comply with two fee arbitration determinations. In re Gorman, 224 N.J. 449 (2016), and In re Gorman, 224 N.J. 450 (2016). Effective October 28, 2016, the Court imposed another temporary suspension on respondent, also for failure to comply with a fee arbitration determination. In re Gorman, 227 N.J. 3 (2016). Respondent remains suspended.

On April 5, 2018, we determined to censure respondent, in a default matter, for his failure to comply with R. 1:20-20. In the Matter of Matthew M. Gorman, DRB 17-357 (April 5, 2018). That matter is pending with the Court.

Service of process was proper. On February 22, 2017, the DEC sent, by regular and certified mail, return receipt requested, a copy of the formal ethics complaint to respondent's last known post office box address listed in the attorney registration records, which respondent identified as his home address on his attorney registration form. The certified mail was returned as unclaimed. The record is unclear as to receipt of the regular mail.

On March 28, 2017, the DEC sent another letter to respondent, at the same address, by regular mail. The letter informed respondent that, if he failed to file an answer within five days, the allegations of the complaint would be deemed admitted, the record would be certified directly to us for the imposition of a sanction, and the complaint would be deemed amended to include a charge of a violation of RPC 8.1(b). Again, the record is unclear as to receipt of the regular mail.

On April 19, 2017, Isabel McGinty, Office of Attorney Ethics (OAE) Statewide Ethics Coordinator, sent respondent a copy of the ethics complaint via e-mail. McGinty instructed respondent to contact the DEC secretary about the now-expired deadline for filing his answer to the complaint. Respondent acknowledged receipt of the complaint in a reply to the e-mail.

Presumably, as of December 14, 2017, the date of the certification of the record, respondent had not filed an answer to the complaint. Accordingly, the DEC certified this matter to us as a default.

The ethics charges against respondent arise from his representation of five clients in different matters. The facts alleged in the complaint are as follows.

DIANNE SOMMA MATTER (IIB-2015-0006E)

On an unidentified date, grievant Dianne Somma retained respondent to represent her in a divorce. Although Somma paid respondent a \$20,000 fee, he provided her with neither a "retainer" (presumably, a written retainer agreement) nor an itemized bill. Further, throughout the representation, he failed to reply to Somma's text messages and e-mails.

Respondent failed to comply with his adversary's discovery requests until a court order compelled him to do so. He also failed to "interview[]" Somma's former husband.

Because respondent failed to obtain an expert report on one of Somma's claims, she was required to locate and retain an expert on her own. Thereafter, respondent failed to communicate with the expert and, thus, never obtained the required report, which resulted in the dismissal of that particular claim.

According to the complaint, Somma was the only person who worked on her case. Specifically, she conducted legal research and drafted all "filings."

On November 26, 2014, Somma terminated respondent's representation. He made no effort to be relieved as counsel, and failed to appear for a December 3, 2014 court proceeding of which he was aware. Somma appeared at the hearing, however, and the judge directed her to call respondent, who did not answer. His voice mail box was full, and Somma "was otherwise unable to communicate with him."

Shortly after December 4, 2014, respondent answered a telephone call from Somma. When she asked him why he had not appeared in court, he terminated the telephone call.

CATHERINE GOLFINOPOULOS¹

On March 13, 2013, Catherine Golfinopoulos retained respondent to represent her in a custody matter, paying him a \$1,000 retainer. Despite repeated requests from Golfinopoulos, respondent never provided her with a written retainer agreement or any billing statements.

¹ The complaint does not identify the docket number assigned to this matter. Moreover, it is unclear whether Golfinopoulos filed a grievance against respondent or whether the matter was referred by the fee arbitration committee.

In August 2014, Golfinopoulos told respondent that, unless he provided her with a fee agreement and billing statements, she no longer wanted him to represent her. Instead of complying with her demands, respondent "began threatening Golfinopoulos that she was jeopardizing her case and standing before the Court." He failed to attend scheduled court appearances, to file documents with the court, or to oppose motions filed by his adversary.

On October 2, 2014, respondent sent to Golfinopoulos the following e-mail message:

You need to retain a new attorney as I will be unable to represent you in this trial without disclosing material facts to Judge Bachmann regarding your termination of Dr. Hasson, your delay in retaining Dr. Montgomery, which would undoubtedly prejudice you in the eyes of the court. In order to avoid that conundrum, and the potential prejudice to you, I must be relieved as counsel. You can choose to be self-represented or retain new counsel. I suggest you immediately retain new counsel as no amount of money could remedy our situation. The lawyer-client relationship has deteriorated to the point where I can no longer remain counsel of record for any amount of money. You do not listen to any of my advi[c]e and I cannot proceed further. Should you consent to me [sic] have me relieved then I will not be placed in the position to disclose any details regarding why I must be relieved. If you do not retain new counsel or choose to represent yourself willingly then I will be compelled to give the

court and opposing counsel information which you wish for me to conceal.

[C¶137.]²

A few days later, respondent failed to appear for another court proceeding, despite having repeatedly informed Golfinopoulos that he would attend, albeit for the purpose of seeking to be relieved as counsel. Respondent never took any formal steps to be relieved as Golfinopoulos's lawyer.

Throughout the Golfinopoulos representation, respondent ignored his client's repeated attempts to communicate with him via telephone calls, e-mails, and text messages. He also failed to provide her with updates on the status of the matter, or to return her file following his termination of the representation.

In total, Golfinopoulos paid respondent \$25,000, in the form of cash, money orders, and checks payable to either respondent or cash. On an unidentified date, a fee arbitration committee awarded Golfinopoulos \$13,250. Respondent did not participate in the fee arbitration, and he failed to comply with the determination, resulting in his May 11, 2016 temporary suspension.

² "C" refers to the undated formal ethics complaint.

KAMBIZ SEYRAFI MATTER (IIB-2015-0013E)

In March 2015, grievant Kambiz Seyrafi retained respondent to represent her in a custody matter. At their initial meeting, she paid him a \$3,000 retainer.

Respondent never provided Seyrafi with a retainer agreement or rate sheet. To her knowledge, respondent performed no work on her case, and she failed in all attempts to communicate with him.

BRIAN CORDES MATTER³

On October 28, 2014, Brian Cordes retained respondent to represent him in a matrimonial matter. Cordes paid him a \$2,500 retainer. Instead of a "retainer agreement," however, respondent provided Cordes with a \$2,500 receipt.

At some point, respondent drafted a complaint and sent it to Cordes for his review and signature. On November 11, 2014, Cordes signed the complaint and returned it to respondent. Despite repeated attempts, Cordes was unable to communicate with him for more than two months.

³ The complaint does not identify the docket number assigned to this matter. As with the Golfinopoulos matter, it is unclear whether Cordes filed a grievance in his own behalf or whether the matter was referred by the district fee arbitration committee.

On January 14, 2015, Cordes received from respondent the following text message:

I've been out of commission, but I'm back in the office now. Can we meet after you're out of work to finalize everything or whenever is best for you? The court was made aware of my medical emergency. I'd like us to submit everything as soon as we can.

[C170.]

Cordes replied that he no longer wanted respondent to represent him and requested the return of his \$2,500 retainer. Although respondent agreed to return the retainer, he never did, resulting in the entry of a \$2,500 fee arbitration determination against him, and respondent's subsequent temporary suspension on May 11, 2016.

At some point thereafter, respondent told Cordes that he would refund the retainer if Cordes would release and waive any claims against him. Respondent has since returned the retainer to Cordes.

KEVIN SMITH MATTER (IIB-2016-0011E)

On May 14, 2015, grievant Kevin Smith retained respondent to represent him in a partnership dispute. Smith paid respondent, in cash, half of the \$2,000 retainer. He also gave some documents to respondent, who was to copy and return them to

him. Respondent never provided a written retainer agreement to Smith.

Respondent informed Smith that, upon receipt of the \$1,000 partial retainer, he would start working on Smith's matter. Thereafter, Smith attempted to communicate with respondent, unsuccessfully, for six weeks. Finally, on June 24, 2015, respondent informed Smith that he had prepared correspondence to opposing counsel, stated that he would be returning Smith's documents, and requested the \$1,000 balance of the retainer.

Thereafter, respondent went to Smith's house to collect the \$1,000, and informed Smith that his paralegal was on her way with "the documents and correspondence." Smith gave \$1,000 to respondent, but the paralegal never arrived.

Thereafter, Smith made repeated attempts to communicate with respondent, by telephone and text messages. Although he went to respondent's "alleged office," the complaint does not disclose what transpired at that time. On an unidentified date, however, respondent's paralegal sent an e-mail to Smith, informing him that respondent "had a medical emergency."

To Smith's knowledge, respondent performed no work on his file and never returned his documents. A fee arbitration committee awarded Smith his full fee of \$2,000. Respondent did not participate in the fee arbitration matter, and his failure

to comply with the determination led to his October 28, 2016 temporary suspension.

* * *

Based on the above facts, the complaint charged respondent with numerous RPC violations, some of which did not identify the specific subparagraph of the rule.

In all five matters, respondent was charged with the following ethics infractions:

- RPC 1.1(a) (gross neglect), for failure to:
 - conduct discovery, obtain an expert report, and appear in court in the Somma matter;
 - attend a court appearance in the Golfinopoulos matter; and
 - take any action in behalf of Seyrafi, Cordes, and Smith, after accepting their retainer fees.
- RPC 1.1(b) (pattern of neglect), based on the combined acts of neglect described above.
- RPC 1.3 (lack of diligence), for "fail[ure] to communicate" with each grievant "with reasonable diligence and promptness" and to keep each grievant "apprised as to the status of the matter."
- RPC 1.4, presumably (b) (failure to communicate with the client), due to "his failure to properly communicate with Respondent [sic]."
- RPC 1.5(a) (unreasonable fee) and RPC 1.5(b) (fee not in writing), for his failure to provide "a retainer agreement and bills for the services rendered."

- RPC 8.1, presumably (b) (failure to cooperate with disciplinary authorities), by his failure to keep updated his home and business addresses on file with the OAE, as required by R. 1:20-1(c), and his "failure to respond to numerous attempts at communication in the investigation" of each client matter, as required by R. 1:20-3(g)(3).

The complaint charged respondent with having violated RPC 8.4, presumably (c) (conduct involving dishonesty, fraud, deceit or misrepresentation) in the Golfinopoulos, Seyrafi, Cordes, and Smith matters (but not Somma), based on his "accepting representation and retainers when he had no intention of performing the representation in a professional manner."

In three client matters, the complaint charged respondent with having violated RPC 1.16:

- RPC 1.16, presumably (a)(1) (duty to withdraw from representation when the representation will result in a violation of the RPCs) in Seyrafi, where respondent accepted a retainer, did no work and failed to communicate with his client;
- RPC 1.16, presumably (a)(3) (duty to withdraw from representation upon discharge by client) in the case of Somma, who discharged him; and
- RPC 1.16, presumably (d) (upon termination of representation, duty to take steps to the extent reasonably practicable to protect a client's interests) in Golfinopoulos, in which respondent terminated the representation days before a court appearance that he had promised his client he would attend, but failed to do so, and whose file he failed to return.

Respondent was not charged with a violation of RPC 1.16 in either Cordes or Smith.

Finally, it appears that respondent also was charged with having violated RPC 8.4, presumably (d) (conduct prejudicial to the administration of justice), in the Cordes matter, because he "improperly sought a release in exchange for returning Cordes' retainer when no work had been done and a Fee Award had been entered against him." Further, he violated the Rule in Golfinopoulos when he "improperly implied" that he had the ability to influence the court if she did not obtain new counsel.

* * *

The facts recited in the complaint support most, but not all, of the charges. Respondent's failure to file an answer to the complaint is deemed an admission that the allegations are true and that they provide a sufficient basis for the imposition of discipline. R. 1:20-4(f)(1). Notwithstanding that Rule, each charge in the complaint must be supported by sufficient facts for us to determine that unethical conduct has occurred.

The facts alleged in the complaint support some of the charges of gross neglect, lack of diligence, and failure to communicate with the client. All five clients retained respondent to represent them in a particular matter and paid him a retainer.

Yet, he did very little work on some matters and nothing on others. Moreover, he appears to have been unresponsive to all of his clients' numerous attempts to communicate with him.

In Somma, respondent did nothing to locate an expert for one of her claims. When Somma herself found someone, respondent failed to provide him with the information required for a report. Because no report was produced, the court dismissed that claim. Respondent, thus, violated RPC 1.1(a) and RPC 1.3.

In Golfinopoulos, respondent and his client clearly had a difficult relationship. His October 2, 2014 e-mail suggests that Golfinopoulos was not cooperating with him in the representation. Her alleged non-cooperation may explain respondent's failure to file documents with the court, including opposition to his adversary's "motions," but it neither excuses nor explains his failure to attend court appearances. Although the complaint does not identify the consequences of respondent's inaction, it appears that he did not do much of anything between March 2013, when he was retained, and October 2014, when he failed to attend yet another court appearance, despite telling his client that he would do so. Thus, the allegations sustain the gross neglect and lack of diligence charges.

The remaining gross neglect and lack of diligence charges cannot be proven based on the allegations of the complaint.

Although the complaint alleges that respondent took retainers from Seyrafi and Smith but, to their knowledge, did no work, the complaint was otherwise devoid of any facts to support their belief that respondent had done no work on their matters. Thus, we dismiss the alleged violations of RPC 1.1(a) and RPC 1.3.

In Cordes, respondent drafted a complaint, which his client signed, but the record does not indicate whether respondent filed the complaint or the outcome of the litigation, if any. That Cordes fired respondent and was awarded the return of the entire \$2,500 retainer fee, is not sufficient to establish a violation of RPC 1.1(a) or RPC 1.3, especially in light of the short amount of time between retention and termination (approximately three months). No other facts alleged in the complaint otherwise support those charges. Thus, we dismiss the alleged violations of RPC 1.1(a) and RPC 1.3 in respect of the Cordes matter.

Because respondent violated RPC 1.1(a) in only two matters, we determined to dismiss the pattern-of-neglect charge. In re Rohan, 184 N.J. 287 (2005); In the Matter of Donald M. Rohan, DRB 05-062 (June 8, 2005) (slip op. at 12) (RPC 1.1(b) requires a minimum of three instances of neglect).

The allegations of the complaint are sufficient to support a finding that respondent violated RPC 1.4(b) in all five client matters. He repeatedly failed to take and return his clients'

telephone calls and repeatedly failed to reply to their text messages and e-mails.

The allegations of the complaint do not establish that respondent violated RPC 1.5(a), which prohibits an attorney from charging an unreasonable fee. The complaint does not identify the fee charged by respondent - rather, only the amount of the retainer. Thus, there is no basis upon which to determine the reasonableness of the fee. The fact that he may have taken the money and performed no work does not render the fee itself unreasonable.

RPC 1.5(b) provides that, when a client whom the lawyer "has not regularly represented" retains the lawyer, the lawyer must communicate to the client, in writing, the basis or rate of the fee, either before or within a reasonable time after commencing the representation. The complaint does not allege that respondent had not regularly represented any of the five grievants prior to the representations at issue in this disciplinary matter. Moreover, a "writing" is not limited to a retainer agreement but, rather, may take other written forms, such as a letter.

We note that the Somma, Golfinopoulos, Seyrafi, and Cordes matters involved matrimonial and custody cases. Unless no fee is charged, R. 5:3-5(a) requires "every agreement for legal services to be rendered in a civil family action" to be in writing and

signed by the attorney and the client. Further, the client must be given a copy of the executed agreement. Ibid. Respondent's failure to obtain a fully executed retainer agreement in each matter was a violation of R. 5:3-5(a).

We find that respondent's violation of R. 5:3-5(a) constituted a violation of RPC 1.5(b). Although a violation of R. 5:3-5(a) does not fit squarely within the parameters of RPC 1.5(b), the purpose of the Court Rule is to protect the client. Thus, respondent's failure to comply with R. 5:3-5(a) also constituted a violation of RPC 1.5(b). See, e.g., In re Franco, 212 N.J. 470 (2012) (attorney's failure to provide regular billings to his matrimonial client violated R. 5:3-5(a) and RPC 1.5(b)).

The allegations of the complaint also cannot sustain the alleged violation of RPC 8.4(c), as charged in the Golfinopoulos, Seyrafi, Cordes, and Smith matters, based solely on respondent's taking retainers and doing no work. Although the complaint alleges that respondent had no intention of doing any work, there are no specific allegations that support a finding, by clear and convincing evidence, that this was respondent's intent. Thus, the charge cannot be sustained in this context and, we therefore, dismiss it.

In Golfinopoulos, respondent was charged with the same RPC violation, based on his suggestion to the client that he could influence the court if she did not retain new counsel. This allegation does not support a dishonesty charge. Rather, the allegation supports a finding of RPC 8.4(d) (conduct prejudicial to the administration of justice). Although the complaint does not specify the subsection violated by respondent, subparagraph (d) applies. Thus, we determined that he violated that RPC in the Golfinopoulos matter.

In Cordes, respondent was charged with having violated RPC 8.4, based on taking the retainer and doing no work, in addition to improperly seeking a release from Cordes in exchange for the return of the retainer. The latter allegation supports a finding that respondent violated RPC 8.4(d). See, e.g., In re Allen, 221 N.J. 298 (2015) (attorney offered to refund the client's retainer in exchange for the withdrawal of his grievance, a violation of RPC 8.4(d)).

Respondent was charged with unspecified violations of RPC 1.16 in the Somma, Golfinopoulos, and Seyrafi matters. In the case of Somma, we presume that the intended charge was RPC 1.16(a)(3), which requires an attorney who has been discharged to withdraw from the representation. After Somma discharged respondent, he did not attend a scheduled court appearance, but

he also made no effort to be relieved as counsel in the matter, a violation of the Rule.

In Golfinopoulos, we presume that RPC 1.16(d) was the intended charge. That provision of the Rule requires an attorney, upon termination of representation, to take steps to the extent reasonably practicable to protect a client's interests. These steps include giving reasonable notice to the client, allowing time for employment of other counsel, and returning all papers and property to which the client is entitled. Here, although respondent wrote a detailed letter to Golfinopoulos, explaining why he could no longer represent her, he failed to take any steps to protect her interests, such as appearing at a scheduled court hearing, as he had promised, and returning Golfinopoulos's file to her.

In Seyrafi, we presume that RPC 1.16(a)(1) is the applicable charge. Under that provision of the Rule, an attorney must withdraw from representation if it will result in a violation of the RPCs. That RPC typically applies to circumstances in which the continued representation itself is the basis for a violation of the RPCs. For example, in In re Mott, 231 N.J. 22 (2017), the attorney failed to withdraw as municipal prosecutor in a case in which the defendant was an employee of her family farm. Based on this inherent conflict of

interest, the attorney should have declined to prosecute the case. Here, respondent's continued representation of Seyrafi was not precluded by any circumstance, other than his continuing failure to communicate with her. Consequently, RPC 1.16(a)(1) does not apply and we, therefore, dismiss that charge.

Finally, respondent was charged with having violated RPC 8.1, presumably (b), in all five matters. The allegations of the complaint support the charge. R. 1:20-3(g)(3) requires every attorney to cooperate in a disciplinary investigation, which includes submitting a written reply to a grievance within ten days. An attorney's failure to do so is a violation of RPC 8.1(b). Although it is not clear from the allegations of the complaint that respondent did not submit a written reply to the grievances, it is clear that he ignored the DEC secretaries' attempts to communicate with him and failed to answer any of the formal ethics complaints.⁴

In sum, we find respondent guilty of the following ethics infractions:

⁴ R. 1:20-1(c) requires all attorneys to notify the OAE of "any change in the home and primary bona fide law office addresses," which respondent failed to do, but nothing in the Rules equates that to a failure to comply with a demand for information from a disciplinary authority. Therefore, we do not find a violation of RPC 8.1(b) for respondent's failure to keep the OAE informed of his current address.

- RPC 1.4(b) and RPC 8.1(b) in all five matters;
- RPC 1.5(b) in the Somma, Golfinopoulos, Seyrafi, and Cordes matters;
- Various provisions of RPC 1.16, as described above, in the Somma, Golfinopoulos, and Seyrafi matters;
- RPC 1.1(a) and RPC 1.3 in the Somma and Golfinopoulos matters; and
- RPC 8.4(d) in the Golfinopoulos and Cordes matters.

Respondent did not violate RPC 1.1(b), RPC 1.5(a), or RPC 8.4(c) in any matter.

Conduct such as respondent's, in a default matter, requires a suspension. See, e.g., In re Main, 206 N.J. 66 (2011) (three-month suspension imposed on a single ethics complaint involving four client matters; attorney violated RPC 1.1(a) and RPC 1.3 in three matters; RPC 1.1(b), RPC 1.4(b), and RPC 8.1(b) in all four matters; RPC 8.4(c) in one matter; RPC 1.15(a) (failure to safeguard funds) in one matter; and RPC 1.16(d) in one matter; prior admonition and three-month suspension in four consolidated default matters); In re Avery, 194 N.J. 183 (2008) (three-month suspension in two matters, where the attorney mishandled four estate matters and was guilty of gross neglect, lack of diligence, failure to produce a court-ordered accounting, failure to communicate with clients, and failure to cooperate with

disciplinary authorities; no ethics history); In re Franks, 189 N.J. 198 (2007) (three-month suspension for attorney guilty of gross neglect, lack of diligence, failure to cooperate with disciplinary authorities, and misrepresentation to the client about a mediation and a court date, which were never scheduled; the attorney's ethics history included an admonition and a censure, the latter also in a default); In re Davidson, 204 N.J. 175 (2010) (six-month suspension in one client matter, where the attorney filed a complaint on his client's behalf but failed to prosecute the case; the attorney's infractions included gross neglect, lack of diligence, failure to expedite litigation, failure to communicate with the client, and failure to cooperate with ethics authorities; the attorney's ethics history included a three-month suspension, a reprimand, and a suspension); In re Kearns, 187 N.J. 250 (2006) (six-month suspension for attorney who engaged in gross neglect and lacked diligence in a real estate matter by failing to perform any services after accepting a retainer, failing to keep the client informed about the status of the matter, improperly terminating the representation, failing to cooperate with disciplinary authorities, and engaging in conduct prejudicial to the administration of justice by failing to comply with a fee arbitration determination; prior three-month suspension); In re Tunney, 185 N.J. 398 (2005) (six-month

suspension for misconduct in three client matters; the violations included gross neglect, lack of diligence, failure to communicate with clients, and failure to withdraw from the representation when the attorney's physical or mental condition materially impaired his ability to represent clients; prior reprimand and six-month suspension); and In re Brekus, 202 N.J. 333 (2010) (one-year suspension for attorney's misconduct in a client's workers' compensation and personal injury claims; the misconduct included gross neglect, pattern of neglect, lack of diligence, failure to return the client's file, misrepresentation to client, and failure to cooperate with disciplinary authorities; prior admonition, reprimand, censure, and one-year suspension).


Although precedent suggests that a three-month suspension is appropriate, in our view, respondent's disdain for the disciplinary system and its authorities warrants a six-month suspension. Earlier this year, we recommended that respondent receive a censure for his failure to comply with R. 1:20-20 following his 2016 temporary suspensions. That matter also proceeded as a default. Since then, he has continued to defy the fee arbitration determinations, and, thus, owes two clients more than \$15,000. Finally, this is respondent's second default, which is particularly egregious, given the OAE's intervention in an attempt to encourage him to file an answer to the complaint.

Thus, respondent's history of discipline is not merely a matter of two temporary suspensions and a censure. Rather, his history comprises a pattern of conduct demonstrating contempt for not only his clients, but also for the disciplinary system and its authorities as well.

Member Gallipoli voted to disbar respondent. Members Boyer and Joseph 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

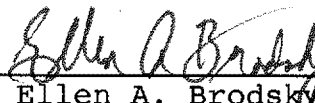
SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Matthew M. Gorman
Docket No. DRB 18-012

Decided: July 27, 2018

Disposition: Six-month Suspension

Members	Six-month Suspension	Disbar	Recused	Did Not Participate
Frost	X			
Clark	X			
Boyer				X
Gallipoli		X		
Hoberman	X			
Joseph				X
Rivera	X			
Singer	X			
Zmirich	X			
Total:	6	1	0	2


Ellen A. Brodsky
Chief Counsel