Supreme Court of New Jersey
Disciplinary Review Board
Docket Nos. DRB 18-224 and DRB 18-280
District Docket Nos. XIV-2017-0012E,
XIV-2017-0124E, XIV-2017-0185E,
XIV-2017-0320E, XIV-2017-0416E, and
XIV-2017-0440E

In The Matters Of

Richard N. Zuvich

An Attorney At Law

Decision

Decided: December 27, 2018

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

This matter was before us on two certifications of the record filed by the Office of Attorney Ethics (OAE), pursuant to R. 1:20-4(f). The first complaint charged respondent with violations of RPC 1.15(a) and the principles of In re Wilson, 81 N.J. 451 (1979) and In re Hollendonner, 102 N.J. 21 (1985) (knowing misappropriation); RPC 1.15(a) (failure to safeguard funds); RPC 1.15(b)

(failure to promptly notify a client or third person of receipt of funds and failure to promptly disburse funds that a client or third person is entitled to receive); RPC 5.5(a)(1) (unauthorized practice of law); RPC 8.1(b) (failure to cooperate with disciplinary officials); RPC 8.4(b) (criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects); RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation); and RPC 8.4(d) (conduct prejudicial to the administration of justice). The OAE also filed a complaint charging that respondent failed to file the required R. 1:20-20 affidavit, in violation of RPC 8.1(b) and RPC 8.4(d).

For the reasons detailed below, we determine that respondent knowingly misappropriated client funds and recommend his disbarment.

Respondent was admitted to the New Jersey bar in 1980. At the relevant times, he maintained a law office in Colonia. Respondent has been ineligible to practice law since November 17, 2014, for failure to comply with mandatory continuing legal education requirements, and since August 24, 2015, for failure to pay his annual assessment to the New Jersey Lawyers' Fund for Client Protection.

Respondent was temporarily suspended on May 31, 2017, for failure to cooperate with the OAE. In re Zuvich, 229 N.J. 218 (2017). One month later, on

June 29, 2017, he received a three-month suspension, in a default matter, for failing to comply with recordkeeping requirements, in violation of RPC 1.15(d) and R. 1:21-6; practicing while ineligible, in violation of RPC 5.5(a)(1); making a false statement to disciplinary authorities, in violation of RPC 8.1(a); failing to cooperate, in violation of RPC 8.1(b), and engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of RPC 8.4(c), when he "complete[ly] fail[ed] to cooperate with the random compliance audit," misrepresented his attempts to do so, and represented clients during his ineligibility. In re Zuvich, 229 N.J. 508 (2017).

Service of process was proper in both of these default matters. On May 16, 2018, the OAE sent a copy of the complaint in the misappropriation matter (DRB 18-224), by certified and regular mail, to respondent at his home address. The certified mail was delivered on May 23, 2018, but the postal information did not identify the agent who accepted receipt. The copy sent by regular mail was not returned. The OAE sent a follow-up letter to respondent's home address on June 12, 2018, via certified and regular mail, informing respondent that, if he failed to file an answer, 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). The certified mail was delivered to an individual on June 16, 2018, but the name of the agent was not provided. The regular mail was not returned. Respondent failed to file an answer to the complaint. On June 22, 2018, the OAE certified the record to us.

Service of process also was proper in the default matter alleging that respondent failed to file a R. 1:20-20 affidavit (DRB 18-280). On April 19, 2018, the OAE sent a copy of the complaint, by certified and regular mail, to respondent at his home address. The certified mail receipt was returned, signed by respondent, indicating delivery on April 24, 2018. The regular mail was not returned. The OAE sent a follow-up letter to respondent's home address on May 30, 2018, via certified and regular mail, informing respondent that, if he failed to file an answer, 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). The certified mail was returned unclaimed and the regular mail was not returned. Respondent failed to file an answer to the complaint. On August 3, 2018, the OAE certified the record to us.

We now turn to the allegations of the complaints.

DRB 18-224

Bach (District Docket No. XIV-2017-0124E)

On May 3, 2010, Elizabeth Bach retained respondent to represent her and her parents in an insurance matter after their residence was damaged by fire. On February 19, 2010, Liberty Mutual Insurance Company (Liberty Mutual), the homeowner's insurer, offered to settle the claim for $209,829.29, but Bach rejected that offer, believing it to be too low, and retained counsel.

Respondent notified Liberty Mutual that he represented Bach. By letter dated May 28, 2010, Liberty Mutual reiterated its position that Bach's home could be repaired, as opposed to rebuilt. Respondent failed to reply to the letter, as well as three additional letters that Liberty Mutual sent over the course of a year.

On March 29, 2011, Liberty Mutual issued payment to Bach for $57,107.52 for the replacement cost of the house contents. Liberty Mutual previously had paid $23,891.31 to Bach.

In March 2011, respondent filed a complaint in Bach's behalf in Superior Court of New Jersey, Middlesex County, against Liberty Mutual. On September 1, 2011, Liberty Mutual filed an answer and a counterclaim. Respondent filed an answer to the counterclaim on October 28, 2011. At a settlement conference

on March 4, 2013, Liberty Mutual offered to settle the matter for $290,228.12, including prior disbursements. Respondent replied that he needed time to speak with his client.

According to Liberty Mutual's counsel, the parties settled the matter a week later, and counsel sent respondent a release and settlement agreement. Because respondent failed to return an executed agreement, Liberty Mutual filed a motion to enforce the settlement on May 29, 2013. On June 21, 2013, the trial judge ordered Bach to provide the executed documents and return any uncashed checks. On August 14, 2013, respondent returned what appeared to be an executed agreement, purportedly signed by Bach and her parents, representing that the parties agreed to a settlement amount of $290,328.12.

On September 10, 2013, respondent returned the $57,107.52 check to Liberty Mutual, representing that he had no other checks. Liberty Mutual prepared an amended settlement agreement reflecting that it owed Bach $266,437.98, which represented $290,328.12 less the $23,891.31 that respondent did not return. Having not received the executed amended settlement agreement, Liberty Mutual asked the trial judge for a conference to resolve outstanding issues and, on April 22, 2014, filed a motion to enforce the amended settlement. The trial judge ordered respondent to appear in court, on June 20,

2014, to explain why the amended settlement agreement had not been executed. Although the record lacks detail with regard to the June 20, 2014 court date, on June 30, 2014, respondent faxed the amended settlement agreement, which Bach and her parents purportedly signed, on June 23, 2014. Neither Bach nor her parents actually signed that agreement.

On August 29, 2014, Liberty Mutual issued a $209,329.29 check payable to respondent, Bach, and Wells Fargo (the holder of a mortgage on Bach's property), and indicated that the $57,107.52 check would be reissued. Bach received a copy of this letter, but believed that the $209,329.29 check represented only a partial payment of her claim.

On September 23, 2014, Liberty Mutual reissued the $57,107.52 check, payable to Bach and respondent. Liberty Mutual indicated this check represented the "full and final settlement of Bach's claim." A stipulation of dismissal with prejudice was filed on October 30, 2014.

By letter dated March 24, 2015, respondent informed Liberty Mutual that, because Wells Fargo no longer held the mortgage on Bach's property, the check would need to be reissued. On May 8, 2015, Liberty Mutual reissued the $209,329.29 check payable only to respondent and Bach. Bach did not endorse

the check. Respondent deposited the check into Bach's subaccount in his trust account.

Thereafter, respondent disbursed a large portion of the $209,329.29 on matters unrelated to Bach. Specifically, respondent paid Stein and Supsie (Stein), on behalf of the Estate of Anna Berezowsky, $165,131.89, from Bach's subaccount three months after he deposited Bach's settlement funds. Respondent issued another check to Stein for $105,575.77, which was charged to Berezowsky, leaving that subaccount with a zero balance. Respondent never paid the additional $45,118.05 owed to Stein in the Berezowsky matter. Bach had no involvement or affiliation with Stein or Berezowsky, and had not authorized the use of her funds for that client matter.

Although respondent had already settled Bach's matter, Bach believed, based on respondent's representations, that her litigation was ongoing and that the $209,329.29 represented partial payment of a larger settlement she had authorized. Indeed, over a period of nine months, beginning in May 2016 and continuing through early February 2017, respondent engaged in an elaborate scheme of lies to hide his misuse of Bach's funds and his other misconduct from her.

Specifically, on or about May 23, 2016, respondent told Bach that Liberty Mutual was willing to settle her case for $825,000. Later, in September 2016, he told her that the case had been assigned to a different judge, who had imposed a $40,000 penalty on Liberty Mutual for having missed the settlement payment deadline. Bach then signed a release for the higher amount ($865,000), which included a penalty provision of $5,000 per week, if Liberty Mutual did not issue the settlement check within thirty days.

Ultimately, having received no satisfactory response to her requests regarding the status of the funds, Bach communicated with the court, in January 2017, and learned that the case file had been "archived." Respondent, nevertheless, continued his ruse, telling Bach that he had received the settlement check and that he would wire transfer it into her account. He continued to lie to Bach, prompting her to communicate directly with Liberty Mutual, who informed her that her claim had been settled in full, in May 2015, for $209,329.29. Bach had not authorized respondent to use any of her money for any purpose unrelated to her matter. She never received from respondent any portion of the $209,329.29 settlement funds.

Rykowski (District Docket No. XIV-2017-0440E)

Edward Rykowski and his daughter, Lori, retained respondent to represent them in the sale and purchase of real estate. They sold their home, on March 20, 2017, and respondent agreed to hold their net sale proceeds of $259,792.86 until the April 25, 2017 purchase date. Prior to the purchase, respondent disbursed $128,987.80 of the Rykowski proceeds to the following clients: Rodger Zepko; Marilyn Hurchik; Indus American Bank (Indus); and the law firm of Waldman, Renda & McKinney (Waldman). The Rykowskis did not authorize the use of their funds for these matters.

Several checks that respondent had issued in respect of Indus and Waldman previously had been returned for insufficient funds. Respondent's payment from the Rykowski subaccount satisfied those obligations, even though the matters were unrelated.

At the closing for the Rykowskis' purchase, the clients were required to pay $189,026.96 in closing costs. On April 24, 2017, the day before the closing, the available balance in the Rykowski subaccount was only $130,814, reflecting a $58,212.96 shortage. On April 25, 2017, however, respondent deposited $60,000 from Elliot Kaplan into the Rykowski subaccount and thus, had sufficient funds to close. Kaplan was not a party to the real estate transaction

and had no affiliation with the Rykowskis. For the closing, respondent wired $188,909.50 to Trident Abstract Title Agency, representing a $117.46 shortage. On April 28, 2017, he wired the remaining $117.46.

After the closing, respondent should have been holding $70,765.90 in sale proceeds owed to the Rykowskis. Respondent claimed that he had forgotten to bring those funds to closing, and represented that he would send the check the following morning. Because he failed to do so, Lori contacted him, but he did not return her messages. On May 1, 2017, respondent informed Lori that he was going to the post office to investigate. Later that same day, he told Lori that the check was "just sitting there," so he took it back from the post office and sent it via overnight mail.

On May 2, 2017, the Rykowskis received two checks from respondent: one for $34,728.80 and the other for $36,037.10, but both checks were returned for insufficient funds. Respondent had issued the checks against different subaccounts that the OAE could not identify during its investigation. The available balance in the Rykowski account at that time was only $1,787.04.

When Lori immediately contacted respondent, he blamed the bank. Lori contacted the bank, who explained that respondent's account did not have sufficient funds to satisfy the checks. Respondent told Lori that he had written

an incorrect subaccount on the check, and presented her with two new trust account checks. Respondent instructed her not to negotiate the checks until he directed her to do so. Instead, Lori contacted the bank and was able to negotiate the $34,728.80 check, but there were insufficient funds for her to cash the $36,037.10 check. The $34,728.80 check was debited against a subaccount that the OAE could not identify. Lori then instructed respondent to wire the remaining funds. He never did so. The Rykowskis had not given respondent permission to use their sale proceeds for other matters. As of the date of the complaint, respondent still owed the Rykowskis $36,037.10.

McKinney (District Docket No. XIV-2017-0185E)

Michael and Claudia Moast retained respondent to represent them in the purchase of property from Robert Siconolfi, who was represented by Waldman attorney Thomas McKinney. On June 26, 2016, the Moasts gave respondent a $25,000 check to hold in escrow until closing, which respondent deposited into his trust account. Shortly thereafter, respondent issued a $5,000 check to himself from the Moast subaccount. On September 7, 2016, respondent issued a trust account check for $20,000 to Abdul and Niloufer Sarker from the Moast subaccount. The Sarkers were unrelated to the Moast transaction.

The Moast from Siconolfi transaction was canceled, and the dispute between the parties was resolved in January 2017. The Moasts had retained new counsel for the litigation. The resolution required respondent to disburse the $25,000 escrow funds as follows: $19,000 to his client, and $6,000 to McKinney on behalf of the seller.

McKinney spent considerable time and effort communicating with respondent to release the $6,000. On March 17, 2017, McKinney received a $6,000 check from respondent's trust account, which the Waldman firm deposited into its trust account. The bank informed McKinney that the check could not be negotiated because the account was "frozen or blocked." McKinney notified respondent, who, on March 23, 2017, issued another check, which was negotiated. The day before, however, respondent had deposited the sale proceeds from the Rykowski matter and charged the $6,000 against the Rykowski subaccount. On February 2, 2017, respondent issued the Moasts a $19,000 check, but charged it against an unidentified subaccount. Respondent did not have permission or authorization to use any portion of the $25,000.

Roper (District Docket No. XIV-2017-0012E)

On December 26, 2016, Angela Roper, Esq., who represented Rachelle Matthews, filed a grievance, claiming that respondent failed to disburse the

proceeds of a real estate transaction from 2005. Rachelle and her brother, David, sold property on March 11, 2005. Rachelle and David were separately represented in that transaction. According to the HUD-1, $50,000 was to be held in escrow for liens, and the remaining proceeds of $111,382.62 were to be distributed equally to Rachelle and David. At some point, the escrow amount was reduced to $40,000, which increased the proceeds due to the sellers to $121,382.62. David subsequently died, leaving Rachelle as his sole heir.

When Roper contacted respondent for information regarding the transaction, he denied having received any proceeds from the sale. Roper obtained closing documents and learned that all funds had been disbursed to respondent. Roper then filed a complaint against respondent, in Superior Court, seeking an accounting of the real estate proceeds. Although respondent sent Roper an "accounting," he claimed that the file had been destroyed, based on its age, and provided copies of only certain checks. These documents accounted for $50,750 of the $121,382.62 sale proceeds, which included $14,750 payable to respondent. Roper obtained a default judgment for $131,382.62 against respondent, which also required him to pay David's attorney $14,500 from the proceeds. Respondent failed to do so.

At the OAE demand interview, respondent produced Rachelle's client ledger card, which reflected $94,500 in disbursements to Rachelle, $17,250 to respondent and a $9,632.62 balance. He could not account for the remaining balance, and claimed that the records had been destroyed. The OAE determined from bank records that, as of January 1, 2009 the balance in the Matthews subaccount was only $12.62. The account was closed on April 2, 2009. At the OAE interview, respondent denied having received funds, other than the sale proceeds, and denied any knowledge of the $40,000 escrow. He acknowledged that he had not distributed the $14,500 to David's attorney, but claimed that the fee had been disputed and was the subject of a fee arbitration proceeding.

Ineligibility and Failure to Cooperate

During respondent's representation of clients in each of the above matters, he was ineligible to practice law. As previously noted, respondent became ineligible to practice law, effective November 17, 2014, and has not been reinstated.

Also in each of the above client matters, respondent failed to cooperate with the OAE's investigation. On March 3, 2017, April 18, 2017, and August 8, 2017, the OAE directed respondent to reply to the Bach, Rykowski, and

McKinney grievances, respectively, but he failed to do so, despite proper notice. He also failed to respond to additional correspondence.

On January 9, 2017, the OAE notified respondent that he was scheduled for a demand interview related to the Matthews matter, and requested that he produce certain documentation at the interview, including the client file. Respondent failed to do so, explaining that he could not find his file, due to the age of the matter. On February 6 and February 23, 2017, the OAE directed respondent to reply to Roper's grievance, which he failed to do.

The OAE also docketed a grievance filed by Robert Fedak, alleging that respondent had failed to disburse settlement funds in accordance with a workers' compensation claim. Despite proper notice, respondent failed to reply to two letters the OAE sent on June 13 and July 6, 2017, respectively, directing him to respond to the grievance. The OAE's investigation did not corroborate Fedak's claim.

DRB 18-280

The OAE charged respondent with failure to cooperate and conduct prejudicial to the administration of justice, based on his failure to file a R.1:20-20 affidavit, following his temporary and three-month suspensions. Rule 1:20-

20 provides, in relevant part, "[the attorney] shall within 30 days after the date of the order of suspension . . . file with the Director the original of a detailed affidavit specifying by correlatively numbered paragraphs how the disciplined attorney has complied with each of the provisions of this rule and Supreme Court's order." Moreover, both the May 31, 2017 and June 29, 2017 Orders required respondent to comply with R. 1:20-20.

By letter dated October 31, 2017, sent by certified and regular mail, to respondent's home and office addresses, the OAE reminded him of his responsibility to file the affidavit. The letters sent to respondent's office address were returned as "not deliverable." The regular mail sent to the home address was not returned, and the certified mail return receipt was signed by respondent. Respondent neither replied to the OAE, nor filed the affidavit. Based on his failure to comply with the Rule, the complaint charged him with violations of RPC 8.1(b) and RPC 8.4(d).

Following a review of the record, we find that the facts recited in the complaint support the charges of unethical conduct. Respondent's failure to file an answer to each 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). Specifically, we determine that the facts recited in the complaint support

a finding that respondent knowingly misappropriated client and escrow funds, and that he violated RPC 1.15(a) and (b), RPC 5.5(a)(1), RPC 8.1(b), and RPC 8.4(b), (c), and (d). Clearly, respondent's most serious misconduct was his knowing misappropriation of client and escrow funds.

In Wilson, the Court described knowing misappropriation as "any unauthorized use by the lawyer of clients' funds entrusted to him, including not only stealing, but also unauthorized temporary use for the lawyer's own purpose, whether or not he derives any personal gain or benefit therefrom." In re Wilson, 81 N.J. 451 (1979).

Six years later, in In re Noonan, 102 N.J. 157, 159-60 (1986) the Court elaborated:

> The essence of Wilson is that the relative moral quality of the act, measured by these many circumstances that may surround both it and the attorney's state of mind, is irrelevant; it is the mere act of taking your client's money knowing that you have no authority to do so that requires disbarment. To the extent that the language of the DRB or the District Ethics Committee suggests that some kind of intent to defraud or something else is required, that is not so. To the extent that it suggests that these varied circumstances might be sufficiently mitigating to warrant a sanction less than disbarment where knowing misappropriation is involved, that is not so either. The presence of "good character and fitness," the absence of "dishonesty, venality, or immorality" – all are irrelevant. While this Court indicated that disbarment for knowing misappropriation shall be "almost invariable," the fact is that since Wilson, it has been invariable.

Later, in In re Hollendonner, 102 N.J. 21 (1985), the Court extended the Wilson principle to escrow funds.

Here, respondent knowingly misappropriated client and escrow funds in several matters, none of which are factually complicated. Elizabeth Bach retained respondent to represent her and her parents in an insurance matter, after her residence was damaged by fire. Without Bach's knowledge or authorization, respondent settled her matter for $290,328.12, including funds that previously had been disbursed to her. Neither Bach nor her parents signed the settlement agreement, which purportedly contained their signatures, nor had they agreed to that settlement amount. Rather, Bach believed that the matter would settle for over $800,000, and that the $290,328.12 check was only a partial payment.

Respondent received the settlement check of $209,329.29 and, absent Bach's signature, deposited it into Bach's subaccount in his trust account. He then disbursed $165,131.89 of the $209,329.29 to Stein, on behalf of the Estate of Anna Berezowsky, a matter unrelated to Bach's matter. Bach had no involvement or affiliation with Stein or Berezowsky and she had not authorized the use of her funds for that client. Respondent also failed to pay the remaining $45,118.05 owed in the Berezowsky matter.

Respondent knowingly misappropriated the Bach funds. He paid Berezowsky from Bach's settlement. He also had failed to safeguard $210,249.94 of Berezowsky's funds, based on the $165,131.89 he paid from Bach's account because the Berezowsky subaccount was deficient, and based on the $45,118.05 he never paid on the Berezowsky matter.

In respect of the remaining charges in the Bach matter, the facts set forth in the complaint establish a violation of RPC 8.4(c), based on respondent's dishonest conduct in settling Bach's case without her knowledge, stealing her settlement proceeds, and then engaging in an elaborate set of lies to hide his misappropriation and other misconduct. In support of the RPC 8.4(b) charges, the complaint alleged that respondent committed theft by failure to make required disposition of funds (N.J.S.A. 2C:20-9) and forgery (N.J.S.A. 2C:21-1). The facts alleged in the complaint clearly and convincingly support such a finding: respondent forged Bach's signature and misappropriated her funds, a violation of RPC 8.4(b). We also find that respondent violated RPC 8.4(d) because Liberty Mutual was required to file multiple motions to enforce the fraudulent settlement. Respondent's conduct resulted in the unnecessary expenditure of judicial resources and constituted conduct prejudicial to the administration of justice.

Likewise, in the Rykowski and McKinney matters, respondent misappropriated client and escrow funds, failed to safeguard funds, failed to make prompt disposition, and made misrepresentations.

The Rykowskis retained respondent to represent them in the sale and purchase of real estate, whereby a portion of the sale proceeds were to be used for the purchase. Respondent was to hold $259,792.86 in escrow until the sale. Instead, he disbursed $128,987.80 on unrelated client matters. Further, a day before the closing, respondent was "short" $58,212.96 in the Rykowski subaccount, and, thus, deposited Elliot Kaplan's funds ($60,000) into the Rykowski subaccount to cover that shortage. Kaplan was not a party to the transaction and had no connection or relationship with the Rykowskis. Further, respondent was short $117.46 in his wire to the title agency.

As to the remaining balance, $70,765.90, representing the funds owed to the Rykowskis from their sale proceeds, respondent paid a portion from an unidentified subaccount. The other portion, $36,037.10 remains outstanding.

In the McKinney matter, respondent represented Michael and Claudia Moast in the purchase of property from Robert Siconolfi, who was represented by Thomas McKinney. On June 26, 2016, the Moasts gave respondent a $25,000 check to hold in escrow until closing, which respondent deposited into his trust

account. Shortly thereafter, respondent issued a $5,000 check to himself and a $20,000 check to Abdul and Niloufer Sarker from the Moasts' subaccount. The Sarkers were unrelated to the Moasts' transaction.

After the real estate transaction was canceled, respondent was required to pay $19,000 to his client and $6,000 to McKinney on behalf of the seller. Ultimately, respondent paid McKinney $6,000 from the Rykowski subaccount, and charged the Moasts' $19,000 check against an unidentified subaccount. Respondent did not have permission or authorization to use any portion of the $25,000.

Respondent's conduct in both the Rykowski and McKinney matters constituted knowing misappropriation of client and escrow funds, in violation of RPC 1.15(a), and the principles in Wilson and Hollendonner; RPC 1.15(a) (failure to safeguard); RPC 1.15(b) (failure to make prompt disposition); and RPC 8.4(c) (misrepresentation).

As to the Roper matter, Roper filed a grievance on behalf of her client Rachelle Matthews. Matthews and her brother were to receive proceeds from the sale of a family property. Respondent was required to hold escrow funds for the satisfaction of certain liens. After the satisfaction of those liens, respondent should have been holding at least $9,632.62 in his trust account for Rachelle.

Instead, the subaccount was closed, reflecting a zero balance, and respondent could not account for the escrow funds. Thus, he violated RPC 1.15(a), based on his failure to safeguard those funds.

Moreover, in each of the above matters, respondent violated RPC 5.5(a) by practicing law while ineligible. Effective November 17, 2014, the Court ordered respondent ineligible. Yet, well after his ineligibility took effect, he continued to represent Bach, assumed the representation in the Rykowski and McKinney matters, and discussed the Matthews transactions with Roper, holding himself out as an active attorney.

In each of the above client matters, respondent failed to cooperate with the OAE investigations. Specifically, in Bach, Rykowski, and McKinney, he failed, after repeated requests, to provide the required response to the grievances. As to the Roper matter, he failed to produce documentation requested by the OAE related to the Matthews client file, and failed to respond to that grievance.

Further, the OAE docketed a grievance filed by Robert Fedak. Although the OAE's investigation did not result in a complaint alleging a substantive violation of the RPCs, respondent, nevertheless, failed to reply to two letters directing him to respond to the grievance, a violation of RPC 8.1(b).

The OAE also charged respondent, in a separate complaint, with failure to cooperate and conduct prejudicial to the administration of justice, in violation of RPC 8.1(b) and RPC 8.4(d), based on his failure to file a R.1:20-20 affidavit following his temporary and three-month suspensions. The OAE wrote to respondent, by certified and regular mail, at his home and office addresses, and advised him of his responsibility to file the affidavit after his suspension. Respondent neither replied nor filed the affidavit.

In summary, because the complaint clearly and convincingly established that respondent knowingly misappropriated escrow and client funds in multiple matters, we recommend his disbarment. Based on that recommendation, we need not address the quantum of discipline for respondent's other violations.

Member 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: Paula Lanza
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matters of Richard N. Zuvich
Docket Nos. DRB 18-224 and 18-280

Decided: December 27, 2018

Disposition: Disbar

Members	Disbar	Recused	Did Not Participate
Frost	X		
Clark	X		
Boyer	X		
Gallipoli	X		
Hoberman	X		
Joseph			X
Rivera	X		
Singer	X		
Zmirich	X		
Total:	8	0	1

By: Paula Dow Ganzzo
Ellen A. Brodsky
Chief Counsel