Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 18-381
District Docket Nos. XIV-2016-0608E,
XIV-2016-0609E, and XIV-2016-0643E

In the Matter of	:
Adam Luke Brent	:
An Attorney At Law	:

Decision

Argued: March 21, 2019

Decided: June 25, 2019

Steven Zweig appeared on behalf of the Office of Attorney Ethics.

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 recommendation for the imposition of a censure or three-month suspension, filed by the District IV Ethics Committee (DEC). The formal ethics complaint charged respondent with having violated

RPC 1.1(a) (gross neglect), RPC 1.3 (lack of diligence), RPC 1.4(b) (failure to communicate with the client), RPC 1.5(b) (failure to set forth, in writing, the basis or rate of the fee), RPC 1.15(b) (failure to promptly deliver to the client any funds or other property that the client is entitled to receive), RPC 1.16(d) (upon termination of a representation, failure to surrender papers to which the client is entitled), RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation), and RPC 8.4(d) (conduct prejudicial to the administration of justice).

For the reasons set forth below, we determine to impose a three-month suspension on respondent for his violation of all charged RPCs, except RPC 1.15(b) and RPC 8.4(d).

Respondent was admitted to the New Jersey and Pennsylvania bars in 2003. On March 6, 2019, the Court temporarily suspended respondent from the practice of law for failure to cooperate with the Office of Attorney Ethics (OAE). He remains suspended to date.

On the day of the DEC hearing in this matter, the hearing panel chair called respondent's office because neither respondent nor his counsel appeared for the hearing. A representative told the chair that respondent was not in the office and that he would not be attending the hearing. Respondent, who

attended oral argument before us, claimed that his counsel had not informed him of the DEC hearing date.

COUNT ONE (XIV-2016-0609E – The DeGrace Matter)

Count one of the complaint charged respondent with having violated RPC 1.1(a), RPC 1.3, RPC 1.4(b), RPC 1.16(d), and RPC 8.4(c) and (d).

In 2005, Richard DeGrace, his wife Carol, and his parents John and Patricia DeGrace, purchased two residential building lots from the Eagle Rock Resort, Inc. (Eagle Rock) in Hazelton, Pennsylvania. Richard's friend, Jon Gropper, bought a third lot. In 2008, the DeGraces attempted to begin construction on the lots, but could not obtain permits to connect the properties to sewer services.

In 2010, the DeGraces retained respondent to institute suit against Eagle Rock, based on claims of misrepresentation and breach of contract. At that time, the Pennsylvania statute of limitations already had expired. Accordingly, in October 2010, respondent filed suit in New Jersey, which has a longer statute of limitations. Prior to filing the complaint, respondent had not reviewed the contracts between Eagle Rock and the DeGraces. After Eagle Rock filed its answer, contending that Pennsylvania was the appropriate

forum, respondent reviewed the contract, realized that the DeGraces lacked standing in New Jersey, and agreed to dismiss the New Jersey case.

Respondent never informed the DeGraces that the New Jersey complaint had been dismissed. Instead, for the next five years, he embarked on a course of misrepresentation and deception, leading the DeGraces to believe that the litigation was proceeding and that he was engaged in settlement negotiations with Eagle Rock.

In respondent's answer to the formal ethics complaint, he admitted that, two years after the DeGraces' complaint had been dismissed, he misrepresented to Richard that the matter was being litigated and that, if Eagle Rock did not make an acceptable settlement offer, the case would go to trial. Respondent also admitted having misrepresented to John that negotiations were ongoing, that a settlement was imminent, and, later, that Eagle Rock had made a $200,000 settlement offer.

At oral argument before us, respondent admitted that he had lied to the DeGraces, asserting: "I will absolutely, one hundred percent take responsibility for the DeGrace matter. As I said, that's uncontested."

The record contains a number of e-mails that demonstrate both respondent's deception and the DeGraces' frustration with respondent's lack of communication. In these e-mails, the clients believed that depositions had been

scheduled, that respondent had engaged in "settlement discussions yesterday," and that treble damages could be recovered from Eagle Rock. Also in the e-mails, respondent asked the DeGraces for settlement figures; John stated that he was "still waiting for your report of the meeting you attended last week;" John thanked respondent for his recent "update;" respondent stated they [Eagle Rock] are suppose [sic] to call me tomorrow if we don't reach a settlement tomorrow lets [sic] go to trial as quickly as possible;" and, finally, respondent claimed that he had filed a motion to compel the issuance of deeds, that the judge had imposed sanctions, that deeds had been issued but they were incorrect, and that he was awaiting a settlement check.

At some point, respondent advised the parties to stop paying taxes on their properties. John followed respondent's advice. Richard, however, continued to pay taxes and monthly mortgage payments on the property, in order to protect his credit. As of Richard's July 24, 2018 testimony, he still was making those payments.

Respondent sent John a fabricated general release and a fabricated release of the deed. The release stated that the case had settled for $140,000, but John testified that respondent had never discussed that amount with him. Moreover, the release from Richard did not remove his obligation to continue paying the mortgage on a property that he would no longer own. The release

forms required the DeGraces to return the property to Eagle Rock. The DeGraces did not sign the releases because, in their view, the parties had not reached an agreement. John and Richard surmised, correctly, that respondent had fabricated the documents.

On September 18, 2015, John e-mailed respondent that he would accept a $200,000 settlement, which respondent had proposed in a telephone call shortly before. Respondent replied: "Understood there is no formal offer of 200k now but I think I can get them there and hopefully very soon." Respondent also stated that he would communicate to Eagle Rock "the urgency in which they must comply."

Shortly thereafter, respondent stopped communicating with the DeGraces. John later learned from his personal attorney, Robert Altshuler, that no lawsuit had been filed. Between October 19 and December 9, 2015, Altshuler sent three letters to respondent, requesting information about the status of the case, as well as a copy of the file. Respondent ignored the letters and never returned the file.

Richard, too, consulted with a New Jersey attorney, who also was unsuccessful in his attempts to communicate with respondent or obtain the file from him.

In October 2016, the DeGraces filed a complaint against respondent in the Superior Court of New Jersey, Camden County, charging him with negligence in the handling of the Eagle Rock lawsuit, in addition to having made misrepresentations to them. The record does not reflect the outcome of the litigation.

At the DEC hearing, John was not certain of the status of the Eagle Rock property, testifying that, after he and Carol had stopped paying the taxes and fees, the property was foreclosed. According to John, respondent's conduct caused the loss of profits that would have been earned after the properties had been developed and sold, in addition to engineering and surveying costs.

COUNT TWO (XIV-2016-0643E – The Ramirez-Calixto Matter)

The second count of the complaint charged respondent with having violated RPC 1.1(a), RPC 1.3, RPC 1.4(b), and RPC 1.5(b). Although respondent denied the charges, he admitted most of the underlying allegations.

On June 17, 2013, Gabriela Ramirez-Calixto retained respondent to represent her in applying to U.S. Citizenship and Immigration Services (USCIS) for protection from deportation under the Deferred Action for Childhood Arrivals program (DACA). Respondent informed Ramirez that she was eligible for DACA protection.

Ramirez agreed to pay respondent $5,000, plus filing fees, for the representation, with $2,500 paid in advance. Prior to Ramirez's retention of respondent, he had not regularly represented her. Although respondent provided Ramirez with a receipt for her $2,500 initial payment, he did not provide her with a writing setting forth the basis or rate of his fee.

On July 3, 2013, respondent gave Ramirez a copy of the DACA application and a cover letter that he had written to USCIS Homeland Security. Thereafter, Ramirez called and texted respondent on multiple occasions, but he did not answer. At some point, Ramirez and her sister went to respondent's Franklinville office, which was vacant.[1]

After the DACA application purportedly had been filed, Ramirez heard nothing from the agency. As of an unidentified date in 2014, Ramirez still had not received a determination from USCIS. For the next two years, respondent failed to communicate with her.

At some point, Ramirez retained New Jersey immigration lawyer Kerry Hartington, who told Ramirez that she did not qualify for DACA and that respondent had not filed papers on her behalf. According to Hartington,

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[1] In 2014, respondent relocated his office to Vineland.

Ramirez did not qualify for DACA because she was more than thirty-one years old. Hartington added that the age limitation was easy to find on the USCIS website.

Hartington testified that respondent never filed DACA papers for Ramirez, based on the following: Ramirez never received any of the typical notices, such as confirmation of the application with a case number, a fingerprint notice, and an approval notice; the letter was addressed to the Federal Bureau of Investigation, not USCIS; respondent had executed the forms, rather than Ramirez, who, as the applicant, was required to sign the application; and the $465 filing fee was not paid.

In respect of respondent's $5,000 legal fee, Hartington testified that, in her opinion, the maximum fee for completing three forms and collecting supporting documents was $1,500. Her firm charges $700.

Hartington represented Ramirez in a fee arbitration proceeding against respondent. About a month before the hearing, respondent told Hartington that he had mailed a check refunding his fee. Consequently, the hearing was postponed. Because respondent never sent a check, the hearing proceeded, on a

different date, resulting in a determination that respondent owed Ramirez $2,000.[2]

At oral argument, respondent admitted that he had violated RPC 1.4(b) because he did not tell Ramirez that he had relocated his office, and, thus, she had been unable to reach him "for a decent period of time." He also acknowledged that he had not yet satisfied the fee award. Respondent's failure to comply with the fee arbitration determination led to our April 22, 2019 recommendation for his temporary suspension.

COUNT THREE (XIV-2016-0608E – The Taylor Matter)

In count three, the complaint charged respondent with having violated RPC 1.15(b) and RPC 1.16(d).

In 2015, Anna and William Taylor retained respondent to represent their son in respect of unidentified criminal charges. William paid respondent's entire fee before his son's release from prison, two years later.

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[2] Although fee arbitration proceedings are confidential pursuant to R. 1:20A-5, we deem that respondent waived confidentiality at the DEC hearing.

Because William could not afford a bail bond when his son was arrested, respondent agreed to accept, as collateral to secure a bond, a copy of the deed to the Taylors' house and the title to three vehicles. According to William, respondent neither met with his son nor appeared at his bail hearings.

William testified that respondent was not in communication with him "for a while." After nearly two years in jail, William's son was released, not as a result of any effort by respondent, but because he had agreed to enter the drug court program. Upon the son's release, respondent returned the title to one of the cars. According to William, respondent claimed that he had lost the other two, but said that he would replace them. William agreed to meet respondent at a Division of Motor Vehicles office for that purpose, but respondent did not appear.

Ultimately, William "junked" one of the cars. It cost $120 to replace the titles to the other cars.

At oral argument, respondent claimed that the Taylors had given him only two titles, both of which he had returned.

* * *

With one exception, the DEC found that respondent violated all RPCs charged in the formal ethics complaint.

In the DeGrace matter, the DEC found that respondent violated RPC 1.1(a), by filing a lawsuit in New Jersey, even though he should have known that the DeGraces lacked standing. The filing of the lawsuit in the wrong forum wasted judicial resources and cost the DeGraces additional expense, a violation of RPC 8.4(d).

The DEC also found that respondent violated RPC 1.3 and RPC 1.4(b), by failing to inform the DeGraces that their complaint had been dismissed in 2010 and, further, by ignoring their requests for information about the status of the case. Further, his misrepresentations about the status of the case constituted a violation of RPC 8.4(c).

Finally, respondent did not comply with the request of counsel for a copy of the file, a violation of RPC 1.16(d).

In the Ramirez matter, the DEC found that, after Ramirez had paid respondent $2,500 toward his $5,000 fee, he failed to provide her with any information pertaining to the DACA application and ignored her attempts to communicate with him, a violation of RPC 1.4(b). Respondent's failure to inform Ramirez that she did not qualify for DACA protection violated RPC 1.1(a). By filing the application at an incorrect address, he violated RPC 1.3.

Further, respondent did not memorialize the $5,000 fee in a writing, a violation of RPC 1.5(b). Finally, when respondent relocated his office, he did not inform Ramirez or tell her where he could be located.

The DEC found that, by relocating without informing Ramirez, respondent violated RPC 1.4(a). The DEC acknowledged that this RPC had not been charged. Although the DEC determined that respondent's failure to inform Ramirez of his office relocation violated RPC 1.4(a), that Rule requires an attorney to inform prospective clients of how, when, and where they may communicate with the attorney. Here, because Ramirez was a client, not a prospective client, RPC 1.4(a) is not applicable.

In the Taylor matter, the DEC accepted William's testimony that he had provided respondent with the title to three automobiles to serve as collateral for posting a bond. The DEC found that respondent did not obtain a bond, did not attend any bail hearings, and played no role in William's son's release from prison two years later. Further, respondent returned only one of the three titles, claiming that he had lost the other two. William was required to pay $120 to replace the titles.

According to the DEC, by failing to replace the lost titles or to offer to reimburse William for their replacement, respondent violated RPC 1.15(b). The DEC dismissed the RPC 1.16(d) charge as duplicative.

In determining the measure of discipline to recommend, the DEC considered, in aggravation, respondent's lack of remorse in failing to comply with the fee arbitration determination; his overbilling of Ramirez; and his ongoing deceit in the DeGrace matter. Further, in all three cases, he had neglected his clients "from the start." In mitigation, the DEC cited respondent's unblemished disciplinary history. The DEC recommended the imposition of a censure or three-month suspension.

Following a de novo review of the record, we are satisfied that the DEC's finding that respondent's conduct was unethical is fully supported by clear and convincing evidence.

In the DeGrace matter, the clear and convincing evidence established that respondent violated RPC 1.4(b), RPC 1.16(d), and RPC 8.4(c), but not the RPC 1.1(a), RPC 1.3, and RPC 8.4(d) charges.

In our view, the record does not support the gross neglect and lack of diligence charges. Respondent was precluded, as a matter of law, from litigating in Pennsylvania, due to the expiration of the statute of limitations. He, thus, filed the action in New Jersey, where the statute had not yet expired.

To be sure, if respondent had read the contract prior to filing the New Jersey lawsuit, he would have known that the DeGraces lacked standing in this state. Under those circumstances, one would assume that he would not have

filed the complaint, and the DeGraces would have been left with no recourse. Yet, by filing the complaint, respondent was attempting to pursue some recourse for his clients. Although respondent may have been negligent in failing to read the contract, he did not act in a grossly negligent manner, or lack diligence, in filing the lawsuit in the first place. Furthermore, if the defense had not raised the issue, the claim conceivably could have proceeded in New Jersey. Therefore, we dismissed the RPC 1.1(a) and RPC 1.3 charges.

Moreover, simply by filing a complaint that lacked merit, respondent did not prejudice the administration of justice (RPC 8.4(d)). If that were the case, every successful motion to dismiss would subject the plaintiff's attorney to ethics charges. Here, respondent voluntarily agreed to dismiss the case, and there was no determination that the complaint was frivolous. Further, respondent did not waste judicial resources, as the only judicial resources expended were in conjunction with the filing of the complaint and the answer, and the processing of the voluntary dismissal.

In respect of the remaining charges, as respondent admitted, he clearly failed to communicate with the DeGraces about many events in their case, notably its dismissal. He, thus, violated RPC 1.4(b). More disturbing, however, were his attempts to conceal the dismissal of the case. Respondent never told the DeGraces that the complaint had been dismissed. For years, he pretended

that the action was ongoing, claiming that motions for sanctions had been filed, that settlement negotiations with Eagle Rock were ongoing, that deeds had been issued, and that he was expecting a settlement check, thereby leading the DeGraces to believe that their claims were being pursued when they had been dismissed many years earlier. He, thus, violated RPC 8.4(c).

Finally, respondent violated RPC 1.16(d), by failing to return John's file to him, despite repeated requests from John and Altshuler.

In the Ramirez matter, the clear and convincing evidence established that respondent violated RPC 1.1(a), RPC 1.3, RPC 1.4(b), and RPC 1.5(b).

When Ramirez retained respondent, he failed to comply with RPC 1.5(b), which requires an attorney, who has not regularly represented a client, to memorialize, in writing, the basis or rate of the fee, either before, or within a reasonable time after, commencing the representation. Respondent simply provided Ramirez with a receipt for her $2,500 partial payment, a violation of the Rule.

Respondent also violated RPC 1.1(a), RPC 1.3, and RPC 1.4(b). He incorrectly advised Ramirez that she was eligible for DACA protection, even though, as Hartington testified, Ramirez's ineligibility would have been easily determined by a review of the USCIS website. Respondent also failed to

communicate with Ramirez for two years and failed to inform her that he had relocated his office, a violation of RPC 1.4(b).

In the Taylor matter, we dismissed both the RPC 1.15(b) and RPC 1.16(d) charges. RPC 1.15(b) requires a lawyer to promptly deliver to the client any funds or other property that the client is entitled to receive. RPC 1.16(d) requires an attorney, upon termination of the representation, to surrender papers and property to which the client is entitled, among other things.

These RPCs do not apply to the facts of this case because respondent did not simply fail to return the two titles to the Taylors, he lost them. Thus, the more applicable Rule is RPC 1.15(a), which requires a lawyer to safeguard a client's property. See, e.g., In the Matter of John E. Tiffany, DRB 10-346 (January 24, 2011) (finding that, in some situations, an attorney has a duty to safeguard client documents and records; in that particular case, the attorney had lost a client's damaged and expired passport; in dismissing the matter on the grounds of de minimis non curat lex, we observed that, when the client gave the passport to the attorney, it was damaged and had expired; further, the client did not seek its return until eight years later and, thus, had not been harmed by the loss). Because the ethics complaint did not charge respondent

with having violated RPC 1.15(a), we may not find that violation, and, thus, we dismissed count three.

We next address the appropriate quantum of discipline to impose on respondent for his violation of RPC 1.1(a), RPC 1.3, RPC 1.4(b), RPC 1.5(b), RPC 1.16(d), and RPC 8.4(c).

Attorneys who lie to clients or supervisors and forge documents to conceal their mishandling of legal matters have received discipline ranging from a short-term suspension to disbarment. See, e.g., In re Brollesy, 217 N.J. 307 (2014) (three-month suspension imposed on attorney who misled his client, a Swedish pharmaceutical company, that he had obtained visa approval for one of the company's top-level executives to begin working in the United States; although the attorney had filed an initial application for the visa, he took no further action and failed to keep the client informed about the status of the case; in order to conceal his inaction, the attorney lied to the client, fabricated a letter from the United States Embassy, and forged the signature of a fictitious United States Consul, in violation of RPC 8.4(c); the attorney also violated RPC 1.1(a), RPC 1.3, and RPC 1.4(b); mitigation included the attorney's twenty years at the bar without prior discipline and his ready admission of wrongdoing by entering into a disciplinary stipulation); In re Yates, 212 N.J. 188 (2012) (three-month suspension imposed on attorney who,

after a client's personal injury matter had been assigned to him, neglected to file a complaint prior to the expiration of the statute of limitations; when the attorney realized what had happened, he panicked and hid the information from the firm and from the client for nearly a year; the attorney fabricated a settlement agreement, which falsely stated that a complaint had been filed on a date that preceded the firm's representation of the client, and misrepresented that the defendant had filed an answer and had agreed to settle the matter for $600,000; about six weeks later, the attorney confessed his misconduct to the client; the attorney violated RPC 1.1(a), RPC 1.3, RPC 1.4(b), and RPC 8.4(c)); In re Morell, 180 N.J. 153 (2004) (Morell I) (reciprocal discipline matter; one-year suspension imposed on attorney who, over the course of several months, told elaborate lies to his clients about the status of their personal injury case; he also fabricated documents, including a court notice and release; in another case, he led his creditor client to believe, for a period of several months, that he had located the debtor's assets); In re Katsios, 185 N.J. 424 (2006) (two-year suspension for attorney who improperly released escrow funds to his cousin, a party to the escrow agreement, and then falsified bank records and trust account reconciliations to mislead the ethics investigator that the funds had remained in escrow); and In re Morell, 184 N.J. 299 (2005) (Morell II) (disbarment, in a default matter, for attorney who, after he had

neglected to file a medical malpractice complaint, misled the client about the status of the case for four years, culminating in the false claim that a $1 million settlement offer had been made, which the client accepted and then signed a release that the attorney had fabricated). But see In re Lowden, 219 N.J. 129 (2014) (reprimand imposed on attorney who, for nine years, led her client to believe that she had filed a motion on his behalf and was awaiting a determination, a violation of RPC 8.4(c); the attorney also was guilty of gross neglect, lack of diligence, failure to communicate with the client, and failure to provide a written fee agreement, violations of RPC 1.1(a), RPC 1.3, RPC 1.4(b), and RPC 1.5(b); finally, the attorney failed to reply to the DEC investigator's repeated requests for a written reply to the grievance and a copy of her file and billing records, a violation of RPC 8.1(b); in aggravation, we considered the nine-year period that the attorney had allowed her client to believe that she was pursuing the matter on his behalf, in addition to the serious harm caused by her inaction, that is, the entry of a $70,000 judgment against him; these aggravating factors were outweighed by the attorney's impeccable professional record of twenty-three years and her quick acknowledgment of wrongdoing, which militated against greater discipline).

In this case, respondent's conduct falls somewhere between that of the attorneys in Yates and Morell I and Morell II. In Yates, the attorney worked

for the law offices of William J. Courtney, LLC. In the Matter of Mark G. Yates, DRB 12-003 (June 15, 2012) (slip op. at 2). In April 2008, Magdi Gadalla hired the firm to represent him. Ibid. When Yates reviewed the file, in January 2010, for the purpose of drafting a complaint, he discovered that the statute of limitations had expired in December 2009. Id. at 3. Instead of telling Courtney and taking remedial action, Yates panicked and concealed what had happened from Courtney and Gadalla for the rest of the year. Ibid.

In late 2010, Gadalla asked Yates about the status of the case. Ibid. Yates misrepresented that both the complaint and the hospital's answer had been filed and that the hospital had agreed to settle the matter for $600,000. Ibid. Yates fabricated a settlement agreement, which Gadalla signed. Ibid.

For the next six weeks, Gadalla repeatedly asked Yates about the status of the settlement monies. Ibid. Yates repeatedly misrepresented that the hospital's check was in the mail. Id. at 3-4. Finally, the client and his wife appeared at the office, at which point, Yates admitted that he had "'screwed up'" and directed them to talk to Courtney. Id. at 4.

In addition to finding that Yates had violated RPC 1.1(a), RPC 1.3, and RPC 1.4(b), we found that he had engaged in a cover-up, which included a series of lies to his client, ultimately leading to the fabrication of the $600,000

settlement agreement, which was followed by another series of lies when the client questioned when he would receive the settlement funds. Id. at 5-6.

In imposing a censure, we took into consideration Yates's unblemished career of more than thirty years and his admission of wrongdoing. Id. at 12. The Court, however, imposed a three-month suspension. In re Yates, 212 N.J. 188.

In Morell I, the attorney represented a married couple in a personal injury action arising from a car accident. In the Matter of Philip M. Morell, DRB 03-316 (February 18, 2004) (slip op. at 2). Between June and December 1997, he led the clients to believe that their case, which had been dismissed, was restored to the trial calendar, even though the motion to restore the complaint had not yet been decided. Id. at 2-3. Thereafter, he falsely represented that he was awaiting a trial date and that negotiations and conferences were ongoing. Id. at 3. He also falsely stated that the case was scheduled for trial in early December 1997 and provided them with a fabricated court notice. Ibid. Finally, he misrepresented that the defendants' insurance carriers had offered to settle the case for $200,000. Ibid. When the case was restored to the trial calendar, the attorney altered the decision by obscuring the date so that his clients would not discover his earlier misrepresentation. Ibid.

In a separate matter, Morell also represented a creditor in his attempt to collect on a judgment. Ibid. He misrepresented to the client that he had located the debtor's assets, but confessed, three months later, that he had not located assets. Ibid. Based on Morell's "elaborate lies" in both matters and the fabricated and altered documents, he received a one-year suspension. Id. at 5.

Finally, in Morell II, the attorney agreed to represent a young professional baseball player in a medical malpractice case against a doctor and hospital for career-ending damages caused by surgeries to repair four herniated discs in his lower back, which he had sustained in an automobile accident. In the Matter of Philip M. Morell, DRB 04-245 (October 26, 2004) (slip op. at 2). Morell never filed a lawsuit and, for the following four years, misrepresented the status of the case to his client. Ibid. Morell claimed that suit had been filed, that experts had been retained, and that, after meeting with representatives from one of the defendant's insurance carriers, he believed that the case was worth $10 million. Id. at 3. Thereafter, Morell reported to his client that the insurance carrier had offered a $250,000 settlement, which his client rejected. Ibid. Later, he claimed that the carrier had increased its offer to $700,000, but suggested that he could obtain a higher settlement. Ibid.

Morell obtained his client's approval to settle the case for $1.1 million. Ibid. Because no such offer had been made, Morrell fabricated a settlement

release, which his client signed. Ibid. Morrell told his client that he could now purchase the car of his dreams. Ibid. The client borrowed money from his father and purchased a Lexus. Ibid.

For the next four months, Morell continued to misrepresent the status of the case, even telling the attorney for the workers' compensation carrier that he had obtained a $1.4 million settlement. Ibid. He also told his client that he had received the monies, which he would wire to his client immediately. Id. at 4. Several days later, Morell admitted that he had not filed suit and that "his story was a fabrication." Ibid.

When Morell was served with the ethics complaint, he filed an unverified answer, and, thus, defaulted. Ibid. We determined that he had violated RPC 1.1(a), RPC 1.3, and RPC 1.4(a), now (b). Id. at 5. Given the default and Morell's "outrageous contravention of the facts, about every aspect of a litigation that existed only in [his] head," even going so far as to fabricate the settlement authorization and direct his client to buy a car, we voted to impose a two-year suspension. Id. at 7-8.

The Court disbarred Morell. 184 N.J. at 306. Prior to doing so, the Court had provided Morell with the opportunity to challenge our determination or to seek vacation of the default, but Morell did nothing. Id. at 303.

The Court noted that Morell had received diversion for lack of fairness to opposing counsel and failure to expedite litigation, to diligently prosecute a claim, and to comply with his adversary's discovery request. Id. at 300. Moreover, he had received a one-year suspension for the conduct described in Morell I. Ibid.

In this case, we note that, like the attorneys in Yates and Morell I, respondent did not tell his clients that their cases had been dismissed. Like respondent, Yates told his clients that their cases had settled and then fabricated a settlement agreement. Unlike respondent, Yates's scheme unraveled within weeks, and he admitted his misconduct. Here, respondent's scheme went on for years, and he never admitted what he had done to his clients. Yet, respondent's conduct was not as egregious as Morell's. In Morell I, the attorney's conduct went beyond lying to his clients. Morell fabricated a court notice and altered a court document to substantiate his lies.

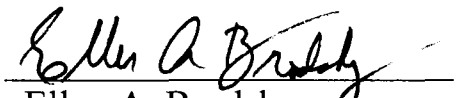
In Morell II, Morell never filed a lawsuit in the first place. More disturbing, he made misrepresentations to third parties, including his client's employer's workers' compensation carrier. Morell also induced his client to purchase an expensive car based on the substantial settlement he would be receiving. Finally, Morell had established a history of deceitful conduct, and he had defaulted in that matter.

Although we find respondent's conduct reprehensible, in our view, he did not go so far as Morell in either Morell I or Morell II. He did not fabricate court documents. He did not lie to third parties. Given respondent's unblemished disciplinary record and his admission of wrongdoing – however untimely – we determine to impose a three-month suspension. In addition, respondent must take twelve CLE courses on the subject of attorney ethics, in addition to the mandatory course requirements imposed on all New Jersey attorneys.

Members Gallipoli and Rivera voted for a one-year suspension.

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 Adam Luke Brent
Docket No. DRB 18-391

Argued: March 21, 2019

Decided: June 25, 2019

Disposition: Three-Month Suspension

Members	Three-Month Suspension	One-Year Suspension	Recused	Did Not Participate
Frost	X			
Clark	X			
Boyer	X			
Gallipoli		X		
Hoberman	X			
Joseph	X			
Rivera		X		
Singer	X			
Zmirich	X			
Total:	7	2	0	0

Ellen A. Brodsky
Chief Counsel