Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 20-148
District Docket Nos. XIV-2017-0527E,
XIV-2019-0184E; XIV-2019-0209E; XIV-
2019-0321E; and XIV-2019-0322E

In the Matter of

Adam Luke Brent

An Attorney at Law

Decision

Decided: April 19, 2021

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 Office of Attorney Ethics (OAE), pursuant to R. 1:20-4(f). The formal ethics 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 of client and escrow funds); RPC 8.1(b) (failure to cooperate with disciplinary authorities); RPC 8.4(b) (commission of a criminal act that reflects adversely on a lawyer's honesty, trustworthiness, or fitness as a lawyer); and RPC 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit or misrepresentation).[1]

For the reasons set forth below, we determine that respondent knowingly misappropriated funds entrusted to him and recommend to the Court that he be disbarred.

Respondent was admitted to the New Jersey and Pennsylvania bars in 2003. At the relevant times, he maintained an office for the practice of law in Franklinville, New Jersey.

On March 6, 2019, the Court temporarily suspended respondent for his failure to cooperate with disciplinary authorities in this matter. In re Brent, 237 N.J. 90 (2019).

On October 21, 2019, the Court again temporarily suspended respondent, this time for his failure to comply with a fee arbitration determination. In re Brent, 239 N.J. 597 (2019).

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[1] Due to respondent's failure to file an answer to the formal ethics complaint, the OAE amended the complaint to include a second violation of RPC 8.1(b).

On December 5, 2019, the Court suspended respondent for three months for misconduct including gross neglect; lack of diligence; failure to communicate with the client; failure to set forth in writing the basis or rate of a legal fee; failure to protect the client's interest upon termination of the representation; and misrepresentations to the client regarding fictitious settlement offers. In that case, respondent had provided his clients with two fabricated documents – a general release that falsely stated that the matter had settled for $140,000, and a bogus release of a deed. In re Brent, 240 N.J. 222 (2019).

On May 21, 2020, the Court suspended respondent for one year for a myriad of misconduct in numerous client matters. In re Brent, 242 N.J. 138 (2020). In that case, respondent practiced law while ineligible in dozens of client matters, during five discrete ineligibility periods spanning from 2008 to 2014; he also served as a municipal prosecutor and municipal public defender for numerous court sessions during his ineligibility periods. Respondent grossly neglected client matters; failed to communicate with clients; failed to set forth in writing the basis or rate of a legal fee; failed to return client files and unearned fees; made misleading statements about his legal services; made false statements

to disciplinary authorities; failed to cooperate with disciplinary authorities; and made numerous misrepresentations to his clients.

Most recently, on October 7, 2020, in two consolidated matters, the Court imposed a consecutive two-year suspension for misconduct in four separate client matters which violated RPC 1.1(a); RPC 1.1(b); RPC 1.3; RPC 1.4(b); RPC 1.4(c); RPC 1.5(b); RPC 8.1(b); and RPC 8.4(c). In re Brent, 244 N.J. 274 (2020). That case chronicles respondent's pattern of neglect of four clients, further misrepresentations in two matters in a futile effort to conceal his prior neglect, and abdication of his responsibility to participate in the ensuing ethics proceedings. In the Matters of Adam Luke Brent, DRB 19-372 and DRB 19-452 (August 3, 2020), slip op at 24. The Court also required respondent to provide proof of fitness to practice law prior to reinstatement. Brent, 244 N.J. at 275.

Service of process was proper. On February 26, 2020, the OAE sent a copy of the complaint, by certified and regular mail, to respondent's last known home address. The certified mail receipt was returned, marked "unclaimed." The regular mail was not returned.

On April 6, 2020, the OAE sent a letter to respondent, by certified and regular mail, to his home address, informing him that, unless he filed a verified

answer to the complaint within five days of the date of the letter, the allegations of the complaint would be deemed admitted, the record would be certified to us for the imposition of discipline, and the complaint would be deemed amended to charge a willful violation of RPC 8.1(b). The certified mail was returned, marked "Return to Sender- Not Deliverable as Addressed - Unclaimed." The return receipt green card was not returned. The regular mail was not returned.

As of June 18, 2020, respondent had not filed an answer to the complaint, and the time within which he was required to do so had expired. Accordingly, the OAE certified this matter to us as a default.

We now turn to the allegations of the complaint.

On April 17, 2012, Benjamin Gropper retained respondent to establish an irrevocable trust for the benefit of Benjamin's son, Jonathan Gropper (the Gropper Trust). Respondent further agreed to serve as the trustee and, thus, had the fiduciary duty to safeguard and administer the income and principal of the Gropper Trust for Jonathan's benefit. The irrevocable trust agreement was signed by respondent and Jonathan, who held power of attorney for Benjamin.

On April 22, 2016, Glen N. Hall, CPA agreed to succeed respondent as trustee of the Gropper Trust. Thereafter, on May 15, 2016, respondent resigned as the trustee.

In August 2017, Hall filed an ethics grievance against respondent. Specifically, Hall alleged that the purpose of the irrevocable trust was to generate income for Jonathan through the purchase, improvement, and sale of residential real estate properties. Hall further alleged that respondent had agreed that he would not charge the trust any legal fees, because he was contemporaneously representing Jonathan in other legal matters, particularly Bentwood Historic Condominium Association vs. Gropper and Gropper Trust (the Bentwood Historic litigation).

According to the grievance, the Bentwood Historic litigation involved two units in the Bentwood Historic Condominium Association, located in Philadelphia, Pennsylvania; one unit was owned by Jonathan personally, and the other was owned by the trust. When Jonathan discovered that respondent had failed to diligently litigate the Bentwood Historic matter, resulting in the granting of a motion for summary judgment against Jonathan and the trust, and failed to pay property taxes on the unit owned by the trust, he removed respondent as trustee and appointed Hall.

Hall's grievance further alleged that respondent had not provided Jonathan with an accounting for the Gropper Trust. Therefore, by letter to respondent dated September 12, 2016, Hall requested all financial records and

tax returns for the trust, for the period of April 17, 2012 through May 8, 2016. Respondent failed to produce the records that Hall requested.

Consequently, Hall obtained financial records for the Gropper Trust from TD Bank, for the period of December 6, 2013 through April 30, 2016, the timeframe during which respondent served as trustee. Upon examining those statements, Hall discovered that respondent had disbursed trust funds for personal purposes, including transferring money to his personal bank account, and using the funds to pay for a Disney World vacation, a gift card, and a Netflix charge. Hall further found that respondent made sixty-five unexplained withdrawals and disbursements. Hall alleged in the grievance that, from June 3, 2014 through April 4, 2016, respondent misappropriated a total of $236,709.19 from the Gropper Trust. Hall also asserted that respondent incurred $500.50 in bank fees via seventeen overdrafts.

On September 18, 2017, the OAE docketed Hall's grievance as Docket No. XIV-2017-0527E. On September 27, 2017, the OAE subpoenaed financial records for the trust, and respondent's attorney trust and business account records. On September 28, 2017, the OAE wrote to respondent, at his home address, requesting a written response to the grievance by October 13, 2017;

respondent failed to reply. Respondent further failed to produce documents that the OAE repeatedly requested.

Consequently, on February 13, 2019, the OAE filed a petition for emergent relief, seeking respondent's immediate temporary suspension. As noted above, on March 6, 2019, the Court issued an Order temporarily suspending respondent from the practice of law.

The OAE's review of respondent's financial records revealed that, on December 6, 2013, he opened an account for the trust at TD Bank (Gropper Trust 1) with a $300,000 deposit. On March 19 and December 5, 2014, Gropper Trust 1 received two wire transfers of $133,970 and $9,970, respectively. Respondent was the only signatory for Gropper Trust 1. A second account for the Gropper Trust was open from June 26 through December 30, 2014 (Gropper Trust 2). Besides the two Gropper Trust accounts, respondent maintained his attorney trust account (ATA), his attorney business account (ABA), and a personal account with TD Bank.

Therefore, in total, the Gropper Trust 1 account was funded with $443,940, representing the sale proceeds of real estate that Benjamin had owned. The OAE's review of Gropper Trust 1 revealed that respondent made disbursements totaling $20,672.37 from the account, including:

a. $1,500 transferred to respondent's ABA;

b. Seven transfers, between July 1 and December 12, 2014, totaling $16,935, to respondent's personal account with $1,533 transferred from his personal account back to the Gropper Trust 1, for a net disbursement of $15,402 to his personal account;

c. $3,612.38 in debit card purchases from the Gropper Trust 1 account for a Disney World vacation between January 7 and January 12, 2015;

d. a $150 purchase of a gift card on January 5, 2016; and

e. a $7.99 Netflix charge on January 8, 2016.

[C¶17;Ex.12 at ¶51,SubExs.40-41.][2]

Furthermore, the Gropper Trust 1 records revealed that, between June 1, 2014 and April 4, 2016, respondent made unauthorized cash withdrawals and disbursements totaling $157,441.01.

In addition to the cash withdrawals and disbursements, other unexplained disbursements from both of the Gropper Trust accounts were discovered, including: transfers between the Gropper Trust accounts and respondent's ABA; a transfer from Gropper Trust 1 to respondent's wife's bank account;

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[2] "C" refers to the February 25, 2020 formal ethics complaint, attached as Exhibit A to the certification of the record. Exhibit 12 to the complaint is the Affidavit in Support of Petition for Temporary Suspension, filed by the OAE in District Docket No. XIV-2017-0527E on February 13, 2019. "SubEx" refers to the exhibits to that affidavit.

withdrawals from the Gropper Trust 1 account to unknown accounts; withdrawals from Gropper Trust 1 to respondent's ATA; overdraft charges posted to the Gropper Trust 1 and Gropper Trust 2 accounts; transfers between Gropper Trust 1 and Gropper Trust 2 accounts; transfers between respondent's personal account to Gropper Trust 2 account; transfers from Gropper Trust 2 account to respondent's personal account; purchases from home improvement stores from Gropper Trust 2 account; and debit purchases from Gropper Trust 2 account at restaurants, convenience stores, gas stations, parking vendors, a cell phone provider, a clothing store, and a passport purchase.

Respondent misappropriated from the Gropper Trust accounts as follows:

Date(s)	**Type**	**Amount**
Between 7/1/14 and 1/8/16	Disbursements, including transfers to ABA and personal account, Disney vacation, gift card, and Netflix	$20,672.37
6/3/14 and 4/4/16	53 cash withdrawals/ disbursements from Gropper Trust 1	$157,441.01
6/18/14 - 7/2/14	2 transfers to ABA from Gropper Trust 1	$3,500
10/21/15 - 1/5/16	Withdrawals from Gropper Trust 1 w/deposit to respondent's wife's account	$11,000
6/3/15	Withdrawals from Gropper Trust 1 w/deposit to unidentified account	$3,000
4/11/15 - 12/16/15	Withdrawals from Gropper Trust 1 w/deposit to ATA	$11,750

10/15/15	Withdrawal from Gropper Trust 1 with deposit to unidentified account	$4,000
7/15/14 - 11/7/14	10 transfers from Gropper Trust 1 to Gropper Trust 2	$14,130
7/14/14 - 11/11/14	11 transfers from Gropper Trust 2 to personal account	$1,673
7/14/14 - 11/11/14	43 ATM withdrawals from Gropper Trust 2	$10,611
6/6/14 - 10/24/14	46 purchases (including Home Depot and Lowe's) from Gropper Trust 2	$5,800.66
7/17/14 - 11/10/14	85 purchases at restaurants, etc. From Gropper Trust 2	$1,365.84
11/10/14 - 5/13/16	5 overdraft charges posted to Gropper Trust 1	$270
7/24/14 - 11/13/14	15 overdraft charges posted to Gropper Trust 2	$950
Total:		**$246,163.88**

Jonathan neither knew of nor authorized respondent's disbursements or use of funds for any purpose other than those set forth in the trust agreement. Jonathan had not agreed to loan to respondent funds from the Gropper Trust. Further, respondent neither provided the OAE with an accounting of the disbursements nor offered any explanation for them.

On April 17, 2018, respondent, with Mark S. Kancher, Esq., as his counsel, appeared for an interview with OAE personnel. At the interview, respondent revealed that he had known Jonathan "for a couple of years" prior to the formation of the Gropper Trust, and had represented him in civil litigation.

Respondent knew Benjamin as Jonathan's father, although he had never met Benjamin. As to the trust agreement, respondent stated that it was the first irrevocable trust that he had established, and that he had done very limited estate work as an attorney. According to respondent, he and Jonathan used the trust money to buy and "flip" properties. Respondent's role was to manage the projects by taking the money from the trust accounts, attending closings, sending money to the "closer," and paying the various workers on the property projects. Respondent stated that they purchased five to seven properties in total.

When asked about the fee arrangement regarding his role as trustee, respondent replied that the fee agreement was "not spelled out, but it was definitely understood." Respondent stated that he had not spoken to Benjamin regarding a fee arrangement and had not prepared a writing in connection with his fees; however, respondent and Jonathan had an oral agreement, and respondent's fee schedule was "fluid" due to his friendly relationship with Jonathan. Respondent stated that his oral fee agreement with Jonathan was "that [he would] be paid and that [they] would discuss almost as, you know, a needs basis exactly what [he] was going to be paid for each one of the transactions." Respondent would take "less of a charge if it was something that a trustee would do as opposed to an attorney." There was no specific agreement as to how

respondent would be paid for the work performed relating to the trust. Respondent stated that he was unaware of any statute governing fee agreements for irrevocable trusts. See generally N.J.S.A. 3B:18-23 et seq.

Respondent stated that his practice had been to withdraw his fees from the Gropper Trust and then add up the total amount he had taken. Sometimes he would inform Jonathan of the amount of his fee, and sometimes not. According to respondent, the arrangement was "never an issue" until 2016, when he and Jonathan had a falling out.

When OAE personnel attempted to clear up the fee arrangement between Jonathan and respondent, respondent again stated that "it was nothing specific." Later in the interview, respondent admitted that he had a "one-sentence" conversation with Benjamin concerning trustee fees and that respondent's understanding was that he "could take fees, what [he] felt was right." Respondent stated that Benjamin told him to "work it out with Jonathan," but that the conversation was "a throwaway conversation." Yet, respondent then claimed that a written fee agreement existed, which addressed his fees, both as trustee and as attorney, but he was not sure whether it had been provided to the OAE.

Respondent claimed during his interview that the disbursements from the Gropper Trust were made with the approval, and for the benefit of, Jonathan. Respondent remarked that he had a "really good relationship" with Jonathan, talking "three, four times a day sometimes." Respondent alleged that Jonathan knew that he was taking money from the trust, because they would talk about it every month or two. Respondent contended that, up until 2016, there "was never a problem," and that he and Jonathan had a falling out, and "when there becomes a falling out, everything becomes an issue."

The falling out between respondent and Jonathan occurred in March or April of 2016. At that time, respondent refunded Jonathan $37,000, with money that he had "taken from the trust for services rendered to the trust . . . ." Respondent "had taken the money out, [they] had an issue, [he] gave the money to [Jonathan]," as "refunded legal fees." Respondent also gave Jonathan "a check for $17,000 or $18,000 or something like that," to offset money that respondent had taken for work that he did apart from the trust.

When asked about disbursements and fee arrangements from the Gropper Trust accounts, respondent denied recalling details, having documentation, or knowing the answers. He could not explain the $150 gift card or the Netflix charges. He claimed that Jonathan specifically authorized him to use the trust

account debit card for his Disney trip, because respondent had earned fees that remained unpaid. Respondent could not explain why he would take money from the Gropper Trust accounts and then deposit the funds in his ATA. He could not recall why he would withdraw cash from the Gropper Trust account, whether it was for an earned fee, or whether he had recorded it as income for tax purposes. He claimed that, on occasion, he made cash withdrawals for Jonathan for reimbursement of out-of-pocket costs. Respondent admitted that the Gropper Trust accounts were subjected to numerous overdrafts.

Jonathan claimed that the $37,000 was a release of funds remaining in the trust account; that there were no written agreements; that he never received cash from respondent and would never have asked for $500 every couple of days; that respondent did not appear at real estate closings; and that respondent was "never supposed to take any fees as the trustee." Respondent disputed these claims and reiterated that "there was never a question until we fell out."

Toward the end of his interview, OAE informed respondent that it required a "comprehensive financial breakdown" of the Gropper Trust funds; that the OAE had been requesting this accounting for quite a while; and that, because Jonathan denied having consented to respondent's use of the funds, this was "a clear case of knowing misappropriation."

Respondent failed to provide the OAE with a comprehensive accounting of his disbursements of the trust's funds.

Based on the foregoing, count one of the complaint charged respondent with violations of RPC 1.15(a) and the principles of Wilson and Hollendonner; RPC 8.4(b), specifically, second-degree theft by deception, contrary to N.J.S.A. 2C:20-4 and N.J.S.A. 2C:20-2(b)(1)(a) and/or N.J.S.A. 2C:20-2(b)(1)(f), and /or second-degree misapplication of entrusted property, contrary to N.J.S.A. 2C:21-15); and RPC 8.4(c).

The complaint further explained the OAE's efforts to obtain respondent's cooperation with its investigation. Specifically, by letter dated September 28, 2017, sent by certified and regular mail, the OAE notified respondent of the grievance and demanded a response by October 13, 2017. The letter requested all documents pertaining to the Gropper Trust, as well as agreements relating to the purchase, sale, and improvement of real estate. The certified mail was returned on November 8, 2017, marked "unclaimed," and the regular mail was not returned.

On numerous occasions, the OAE unsuccessfully attempted to contact respondent at his home and business addresses. On October 20, 2017, the OAE sent respondent another letter, via certified and regular mail, demanding a

response to the September 28, 2017 letter by November 3, 2017. Both letters sent to the business address were returned to the OAE marked "return to sender." The regular mail sent to respondent's home address was not returned; however, the certified mail was returned on November 14, 2017.

On November 9, 2017, the OAE contacted respondent's counsel, Kancher, concerning service of the grievance on respondent. In a telephone call on December 12, 2017, Kancher agreed to accept service for respondent. The OAE sent Kancher a confirmation of representation and acceptance of service, as well as a copy of the September 28, 2017 grievance letter, with a requested response date of December 29, 2017. On December 21, 2017, Kancher's office received an extension to respond to the grievance by January 12, 2018. No response to the grievance was received.

Thereafter, on January 16, 2018, Kancher told the OAE that he had nothing to provide from respondent, that no additional extension was required, and that there was no issue with notice. The OAE confirmed the failure to respond to the grievance in a letter to Kancher dated January 17, 2018.

For the next year, the OAE attempted to obtain documents from respondent and Kancher. Although respondent appeared, with Kancher, for the

OAE interview on April 17, 2018, and provided some documentation by letter dated May 17, 2018, respondent did not fully reply to the OAE's request.

On June 12, 2018, Kancher notified the OAE that he was no longer representing respondent.

On October 11, 2018, the OAE again notified respondent of outstanding document requests, demanding production of the documents by October 18, 2018. Respondent did not produce the documents.

As stated above, on March 6, 2019, the Court temporarily suspended respondent until further order of the Court for failure to cooperate with the OAE.

After respondent's temporary suspension, the OAE docketed four additional grievances against respondent, who failed to reply to the OAE's requests for information in those matters. On October 17, 2019, after respondent denied having received the OAE's letters in connection with the additional grievances, the OAE hand-delivered the grievances to respondent's home address.

On October 17, 2019, the OAE informed respondent, by e-mail and regular mail, that a demand interview was scheduled for October 23, 2019, and responses to the grievances were due October 31, 2019. The day before the

scheduled interview, respondent informed the OAE that he did not intend to appear at the interview. On November 12, 2019, the OAE sent a letter to respondent confirming his failure to answer the grievances and to appear at the October 23, 2019 demand interview and demanding that respondent contact the OAE by November 20, 2019. Respondent failed to do so.

Based on the foregoing, count two of the complaint charged respondent with a violation of RPC 8.1(b) and R. 1:20-3(g)(3). As noted above, based on respondent's failure to file an answer to the complaint, count two was deemed amended to include a second violation of RPC 8.1(b).

We find that the facts recited in the complaint support the charges of unethical conduct. 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).

We, thus, conclude that the record clearly and convincingly supports the crux of this case – the knowing misappropriation charge of the complaint. Respondent disbursed funds from the Gropper Trust accounts without the consent or authorization of either Benjamin or Jonathan Gropper. Specifically, respondent disbursed $246,163.88 from the trust's accounts, including to his own ABA; to his personal account; to his wife; for a Disney World vacation; for

a $150 gift card; and for a $7.99 Netflix charge. Although respondent claimed, during the OAE interview, that Jonathan had authorized most of the disbursements, Jonathan denied that he either knew or consented to respondent's use of the funds for any purpose other than those set forth in the Gropper Trust. Respondent never claimed that Benjamin had authorized him to use the Gropper Trust funds. Moreover, respondent provided no evidence in support of his position, had no explanation for many of the disbursements, and subsequently ceased cooperating with the OAE's investigation and defaulted, thereby admitting all the allegations of the complaint.

Because Benjamin and Jonathan Gropper neither authorized those disbursements nor permitted respondent to take loans from the Gropper Trust accounts, respondent knowingly misappropriated funds entrusted to him, in violation of RPC 1.15(a), the principles of Wilson and Hollendonner, and RPC 8.4(c). Respondent's misappropriation further violated RPC 8.4(b), given his statutory, fiduciary obligation as trustee to the Gropper Trust.

Finally, respondent violated RPC 8.1(b) by failing to cooperate with the OAE's investigation, resulting in his temporary suspension, and by failing to answer the complaint.

The sole issue left for our determination is the appropriate quantum of discipline for respondent's misconduct.

In Wilson, the Court described knowing misappropriation of client trust funds as follows:

> Unless the context indicates otherwise, 'misappropriation' as used in this opinion means 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. 455 n.1.]

Six years later, the Court elaborated:

> The misappropriation that will trigger automatic disbarment under In re Wilson, 81 N.J. 451 (1979), disbarment that is 'almost invariable' . . . consists simply of a lawyer taking a client's money entrusted to him, knowing that it is the client's money and knowing that the client has not authorized the taking. It makes no difference whether the money is used for a good purpose or a bad purpose, for the benefit of the lawyer or for the benefit of others, or whether the lawyer intended to return the money when he took it, or whether in fact he ultimately did reimburse the client; nor does it matter that the pressures on the lawyer to take the money were great or minimal. 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 . . . . The presence of 'good

> character and fitness,' the absence of 'dishonesty, venality or immorality' – all are irrelevant.
>
> [In re Noonan, 102 N.J. 157, 159-60 (1986).]

Thus, to establish knowing misappropriation, the presenter must produce clear and convincing evidence that the attorney used trust funds, knowing that they belonged to the client and knowing that the client had not authorized him or her to do so.

This principle also applies to other funds that the attorney is to hold inviolate, such as escrow funds. In re Hollendonner, 102 N.J. 21 (1985).

In Hollendonner, the Court extended the Wilson disbarment rule to cases involving the knowing misappropriation of escrow funds. The Court noted the "obvious parallel" between client funds and escrow funds, holding that "[s]o akin is the one to the other that henceforth an attorney found to have knowingly misused escrow funds will confront the [Wilson] disbarment rule . . . ." In re Hollendonner, 102 N.J. at 28-29.

As detailed above, respondent, in his role as trustee for the Gropper Trust, failed to safeguard Jonathan's funds, failed to keep written records or an accounting of the trust monies, and repeatedly, at his interview, claimed that he did not recall or remember information. The OAE's requests for documents and accounting records predominantly went unanswered. Even after the OAE

warned respondent at the interview that it had a "clear case" of knowing misappropriation, respondent still failed to provide documents in his defense, and further failed to respond to the ethics grievance and the complaint.

The Court has held that an attorney-client relationship between an attorney and the beneficiaries of a trust is not a prerequisite for a finding of knowing misappropriation. In In re McCue, 153 N.J. 365 (1998), the attorney was appointed trustee of a trust valued at over one million dollars. Throughout his term as trustee, McCue neither gave the beneficiaries an accounting of the trust assets nor filed the fiduciary income tax returns for the trust, and he breached his fiduciary duties. In the Matter of William T. McCue, DRB 97-086 (February 17, 1998) (slip op. at 3-4). The beneficiaries petitioned a court in Virginia to remove McCue as trustee. Id. at 3. The court determined that the trust suffered a loss of $655,000 because of McCue's fraud and misappropriation. Id. at 4.

McCue subverted the OAE's investigation by refusing to provide his records, but it was established that, at a minimum, McCue had misused more than $500,000 of trust funds. Ibid. McCue transferred most of those funds by issuing forty-three checks payable to a separate trust, unrelated to the first. Id. at 3. The matter was before us by way of default and McCue did not appear for

the Order to Show Cause issued by the Court. In re McCue, 153 N.J. 365.

Similarly, an attorney appointed as the administrator of an estate, where the sole beneficiary was confined to a nursing home, was disbarred when he "misappropriated and wasted more than $308,000 in estate funds." In re Meenen, 156 N.J. 401 (1998). Meenen made a series of improper loans from the estate without security or documentation, invested $205,580 in limited partnerships and speculative companies that were either defunct at the time of the investment or went out of business shortly thereafter, and improperly advanced to himself fees of $39,000. In the Matter of Robert D. Meenen, DRB 97-406 (June 29, 1998) (slip op. at 3). Meenen was unable to substantiate his entitlement to the fees taken. He also failed to file appropriate tax returns on behalf of the estate until March 1996, during a tax amnesty period established by the State of New Jersey. Id. at 4.

We determined that, even though Meenen had served as administrator, rather than attorney, the appropriate discipline, in that client matter alone, was disbarment. Id. at 5. Accordingly, for his theft from the estate, we recommended Meenen's disbarment. Id. at. 6. As in McCue, the matter was before us by way of default and Meenen did not appear for the Order to Show Cause issued by the Court. In re Meenen, 156 N.J. 401.

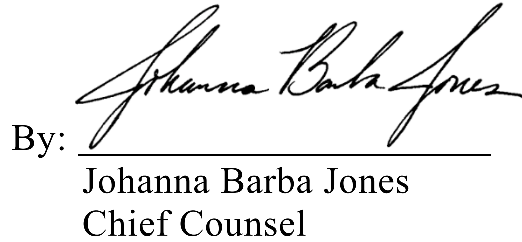
Here, as in McCue, respondent misappropriated more than $246,000 of Gropper Trust funds, while serving as the trustee and fiduciary for those funds. Moreover, respondent admittedly had an ongoing attorney-client relationship with Jonathan, in connection with civil litigation. Consequently, respondent's unauthorized use of the trust's funds violated RPC 1.15(a) and the principles of Wilson and Hollendonner.

Respondent, thus, must be disbarred for knowing misappropriation of funds entrusted to him. Therefore, we need not consider the appropriate level of discipline for his other infractions.

Members Joseph and Rivera 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
Bruce W. Clark, Chair



By: ______________________
Johanna Barba Jones
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Adam Luke Brent
Docket No. DRB 20-148

Decided: April 19, 2021

Disposition: Disbar

Members	Disbar	Recused	Did Not Participate
Clark	X		
Gallipoli	X		
Boyer	X		
Hoberman	X		
Joseph			X
Petrou	X		
Rivera			X
Singer	X		
Zmirich	X		
Total:	7	0	2

Johanna Barba Jones
Chief Counsel