Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 20-227
District Docket No. XIV-2019-0480E

In the Matter of	:
Stuart R. Lundy	:
An Attorney at Law	:

Decision

Argued: January 21, 2021

Decided: April 28, 2021

Ashley L. Kolata-Guzik appeared on behalf of the Office of Attorney Ethics.

Mark S. Kancher appeared on behalf of respondent.

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

This matter was before us on a motion for reciprocal discipline filed by the Office of Attorney Ethics (OAE), pursuant to R. 1:20-14(a), following an August 23, 2019 order issued by the Disciplinary Board of the Supreme Court of Pennsylvania (PADB) imposing a public reprimand on respondent. The OAE asserted that respondent was found guilty of violating the equivalents of New

Jersey RPC 4.1(a)(1) (false statement of material fact or law to a third person); RPC 8.4(a) (violating or attempting to violate the Rules of Professional Conduct, knowingly assisting or inducing another to do so, or doing so through the acts of another); RPC 8.4(b) (criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects); and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation).

For the reasons set forth below, we determine to grant the motion for reciprocal discipline and impose a reprimand.

Respondent was admitted to the New Jersey bar in 1973 and to the Pennsylvania bar in 1972. At the relevant times, he maintained an office for the practice of law in Marlton, New Jersey. Respondent has no disciplinary history in New Jersey.

The Daniel Keating, III 2010 Family Trust (the Keating Trust) owned a property in Longport, New Jersey. Dennis Martin, Esq., served as trustee to the Keating Trust.

On May 4 and 5, 2018, Matthew and Rachele Loffer, as buyers, and Daniel Keating, III (Daniel Keating), as seller, executed an agreement of sale (AOS) for the Loffers' purchase of the Longport property, for $2.3 million. Respondent was not involved in the negotiation, execution, or attorney-review period of the AOS.

On July 18, 2018, Daniel Keating retained respondent to represent him in the ongoing transaction. The next day, respondent received a title report from Accelerated Land Transfer LLC (Accelerated), which identified the Keating Trust as the legal owner of the property. Daniel Keating's realtor verbally informed respondent that, consequently, the AOS would need to be amended to reflect the correct, legal owner of the property.

On August 10, 2018, respondent learned that Accelerated would not insure title to the property without a document reflecting that, when Daniel Keating executed the AOS on May 5, 2018, Martin, as trustee, had given him prior authorization to do so. Thus, on August 10, 2018, respondent prepared the following documents, all of which, according to the PADB, he "intentionally and inaccurately" dated April 25, 2018: a power of attorney notice, an acknowledgment executed by attorney-in-fact, and a power of attorney (collectively, Power of Attorney Documents). The PADB characterized the Power of Attorney Documents as "fabricated," because they did not exist on April 25, 2018.

Although the Power of Attorney Documents are not included in the record, the PADB's DB-7 letter, dated May 30, 2019, reproduced the notary public's

acknowledgment respondent used for the Power of Attorney Documents signed by Daniel Keating and Martin.[1]

Daniel Keating's acknowledgment stated:

> ON THIS, the 25th day of April 2018, before me, a Notary for the above named jurisdiction, personally appeared Daniel J [sic] Keating, III, as Agent for the Trustee of the Daniel J. Keating, III Family Trust Dated January 5, 2010, satisfactorily proven to me to be the person whose name is subscribed to this Power Of Attorney, and who voluntarily executed this document for the purposes therein contained.
>
> IN WITNESS WHEREOF, I hereunto set my hand and official seal this date.
>
> [OAEa,Ex.C¶¶12-13.[2]]

The date next to respondent's signature was April 25, 2018.

Martin's power of attorney was similar, except that he, not Daniel Keating, was identified as the person who appeared before respondent, and Martin was described as the principal and trustee of the Keating Trust.

Respondent explained that, in July 2018, Daniel Keating retained him to handle the settlement and to address a problematic restriction of record

[1] A DB-7 letter, also known as a letter of inquiry, seeks the attorney's version of the facts alleged in the grievance; it is, thus, akin to a New Jersey request for a reply to an ethics grievance (www.padisciplinaryboard.com/attorneys/faqs).

[2] "OAEa" refers to the appendix portion of the OAE's brief and appendix in support of its motion for reciprocal discipline, dated August 19, 2020.

pertaining to the front setback of the property. Respondent acknowledged having prepared the Power of Attorney Documents, because Accelerated required proof that Martin previously had granted Daniel Keating permission to sign the AOS. Given Accelerated's demand, respondent denied that the documents were fabricated. Further, respondent argued that the information contained in the documents was correct, as Martin did appear and sign the documents when they were created, albeit in August 2018.

According to respondent, Accelerated's request for proof was based on "a concocted objection and demand that was not a good faith title determination, but rather was an effort to 'support' their client, Loffer." Specifically, when the Loffers involved Accelerated in the transaction, they learned of the building restrictions on the lot and, thus, sought a way to void their purchase of the Longport property. To do so, they challenged Daniel Keating's authority to enter into the AOS, which respondent described as a "non-issue," since Martin already had signed the deed.

When respondent reported to Accelerated that two other title companies would agree to insure the title, Accelerated reversed its position and agreed to insure the title. Although settlement was scheduled for the following day, the buyers did not appear, choosing instead to file a lawsuit.

In the PADB's DB-7 letter, it noted that, in respondent's certification submitted in the civil action, he admitted that the "documents were not in existence on 4/25/18, and [he] dated them 4/25/18 (prior to the AOS)." Respondent described the date as a "mistake," which he "immediately noticed" and reported to Accelerated the next day. He attributed the mistake to the "stress of a settlement." (Indeed, respondent claimed that there was no need to backdate the documents, because Martin had signed the deed.) Respondent declared: "In hindsight, I never should have prepared the documents, and I certainly should not have 'backdated' the documents." He "accept[ed] full and complete responsibility" for his actions.

The PADB rejected respondent's arguments and found that, in his capacity as a notary public, he falsely had represented in the acknowledgement document that Daniel Keating had personally appeared before him on April 25, 2018. In that same capacity, respondent falsely had represented, in the power of attorney document, that Martin had personally appeared before him on that date.

According to the PADB, after respondent had created the fabricated documents, he misrepresented to Accelerated, in an e-mail, that he possessed a power of attorney granted to Daniel Keating in April 2018. He attached the documents to the e-mail, stating "[h]ere is the POA the Trustee gave Dan to sign the [AOS]. There is no amendment."

Based on the above findings, the PADB imposed a public reprimand for respondent's violation of Pennsylvania RPC 4.1(a) and RPC 8.4(a), (b), and (c), which are equivalent to the same New Jersey RPCs. Respondent reported the Pennsylvania public reprimand to the OAE.

In its brief to us, the OAE equated respondent's Pennsylvania RPC violations to New Jersey RPC 4.1(a)(1) and RPC 8.4(a), (b), and (c). According to the OAE, "backdating documents is a serious offense," generally warranting a term of suspension. In mitigation, the OAE cited respondent's unblemished disciplinary history of forty-seven years; that respondent's misconduct was limited to a single incident; and respondent's admission of wrongdoing. Therefore, the OAE argued, either a censure or three-month suspension was warranted.

Respondent's counsel asserted that respondent's conduct was more akin to the improper execution of a jurat and, thus, a reprimand is "more than sufficient to satisfy the ends of this disciplinary process." In support of counsel's argument, he reiterated the facts presented to the PADB.

In short, respondent's counsel pointed out that, when respondent prepared the Power of Attorney Documents, in August 2018, the purpose was to memorialize the power granted by Martin to Daniel Keating, in April 2018. The documents were for the benefit of the Loffers, not the Trust or Daniel Keating.

According to respondent's counsel, the real issue was the buyers' remorse. When the Loffers learned that they could not avoid performing under the terms of the AOS, they attempted to void the transaction on the claim that the power of attorney was ineffective. When that argument failed, the Loffers argued fraud on the part of the seller. When that failed, the Loffers failed to attend the closing, which resulted in a lawsuit. In the end, the Loffers "retaliated" in the only way they could – by filing an ethics grievance against respondent.

Respondent admitted that he should not have placed the April 2018 date on the power of attorney documents, but argued that, by doing so, he caused no harm to either the buyers or the seller of the Longport property. Indeed, he argued, the documents were not necessary to consummate the transaction.

Following a review of the record, we determine to grant the OAE's motion for reciprocal discipline. Pursuant to R. 1:20-14(a)(5), "a final adjudication in another court, agency or tribunal, that an attorney admitted to practice in this state . . . is guilty of unethical conduct in another jurisdiction . . . shall establish conclusively the facts on which it rests for purposes of a disciplinary proceeding in this state." Thus, with respect to motions for reciprocal discipline, "[t]he sole issue to be determined . . . shall be the extent of final discipline to be imposed." R. 1:20-14(b)(3).

In Pennsylvania, the standard of proof in attorney disciplinary matters is that the "[e]vidence is sufficient to prove unprofessional conduct if a preponderance of the evidence establishes the conduct and the proof . . . is clear and satisfactory." Office of Disciplinary Counsel v. Kissel, 442 A. 2d 217 (Pa. 1982) (citing In re Berland, 328 A.2d 471 (Pa. 1974)). Moreover, "[t]he conduct may be proven solely by circumstantial evidence." Office of Disciplinary Counsel v. Grigsby, 425 A. 2d 730 (Pa. 1981) (citations omitted). Here, respondent admitted that he created the Power of Attorney Documents in August 2018 but backdated them to April 2018.

Reciprocal discipline proceedings in New Jersey are governed by R. 1:20-14(a)(4), which provides in pertinent part:

> The Board shall recommend the imposition of the identical action or discipline unless the respondent demonstrates, or the Board finds on the face of the record on which the discipline in another jurisdiction was predicated that it clearly appears that:
>
> (A) the disciplinary or disability order of the foreign jurisdiction was not entered;
>
> (B) the disciplinary or disability order of the foreign jurisdiction does not apply to the respondent;
>
> (C) the disciplinary or disability order of the foreign jurisdiction does not remain in full force and effect as the result of appellate proceedings;

> (D) the procedure followed in the foreign disciplinary matter was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process; or
>
> (E) the unethical conduct established warrants substantially different discipline.

A review of the record does not reveal any conditions that would fall within the ambit of subparagraphs (A) through (E). We, thus, determine to impose a reprimand, the same quantum of discipline imposed in Pennsylvania.

The OAE's motion charged respondent with having violated New Jersey RPC 4.1(a)(1) (false statement of material fact or law to a third person); RPC 8.4(a) (violating or attempting to violate the Rules of Professional Conduct, knowingly assisting or inducing another to do so, or doing so through the acts of another); RPC 8.4(b) (criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects); and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation). The facts before the PADB support two of the charges.

Although respondent claimed that he made a mistake in backdating the Power of Attorney Documents to April 25, 2018, the PADB rejected his defense and found that he had done so intentionally, in an effort to satisfy Accelerated's demands to insure title, and to keep the real estate transaction intact, for the benefit of his client. Respondent, thus, violated RPC 4.1(a)(1) and RPC 8.4(c).

The facts do not support the OAE's charged violations of RPC 8.4(a) and (b), however. First, the RPC 8.4(a) violation appears to be based on respondent's mere violation of other, more specific RPCs. As a matter of policy, we do not find a violation of this Rule, except where the attorney has, through the acts of another, violated or attempted to violate the RPCs, or where the attorney himself has attempted, but failed, to violate the RPCs. Thus, it would be superfluous to find a violation here, where no such conditions exist and where we are able to find more specific violations, such as RPC 4.1(a)(1) and RPC 8.4(c). As a matter of stare decisis, we, thus, dismiss the charged RPC 8.4(a) violation.

In respect of the charged RPC 8.4(b) violation, neither the PADB nor the OAE identified any criminal statute that respondent violated, in preparing and presenting the power of attorney documents. We have no information regarding the crime that either the PADB or the OAE contemplated when charging respondent with RPC 8.4(b) and, consequently, cannot assess such a legal theory of liability. Thus, we dismiss the charge.

In sum, we find that respondent violated Pennsylvania RPCs equivalent to New Jersey RPC 4.1(a)(1) and RPC 8.4(c). We determine to dismiss the RPC 8.4(a) and RPC 8.4(b) charges, however. The sole issue left for determination is the proper quantum of discipline for respondent's misconduct.

The OAE asserted that backdating documents is a serious offense, requiring a term of suspension. In support of that proposition, the OAE cited seven cases, which we summarize briefly.

In In re Marshall, 165 N.J. 27 (2000), the attorney received a one-year suspension for deceiving his adversary and the court in a litigated matter by failing to reveal a material fact during litigation, serving false answers to interrogatories, and permitting his client to produce misleading documents to his adversary, all while maintaining his silence. In particular, the attorney backdated a stock transfer document and put an incorrect date in his jurat on the transfer agreement, knowing that the timing of the transfer could have a material effect on the case. He had no prior discipline.

In In re Nash, 127 N.J. 383 (1992), a motion for reciprocal discipline, a one-year suspension was imposed on an attorney who backdated and notarized a separation agreement in a divorce action, with knowledge that the agreement contained several false statements.

A one-year suspension also was imposed on the attorney in In re Bartlett, 114 N.J. 623 (1989), for attempting to obtain a mortgage under false pretenses by signing mortgage documents in behalf of his client and having his secretary notarize the signatures, even though he knew some of the statements were false. The attorney also engaged in a conflict of interest.

In In re Hall, 195 N.J. 187 (2008), a motion for reciprocal discipline, an eighteen-month, retroactive suspension was imposed on an attorney who backdated an appeal to cover up his failure to timely file it. He also made misrepresentations to the client, the adversary, and an unemployment referee.

In In re Kornfeld, 207 N.J. 29 (2011), a motion for reciprocal discipline, a two-year suspension was imposed on an attorney who neglected to file an appeal within time; altered a certificate of mailing from the United States Post Office to make it appear that the appeal had been filed timely; backdated a letter stating that his client was filing an appeal; sent the altered certificate of mailing and backdated document via facsimile, so that the alteration could not be detected; and offered, at a hearing, the altered certificate of mailing, another backdated letter, and false testimony. In the Matter of Itzchak E. Kornfeld, DRB 10-439 (June 14, 2011) (slip op. at 12).

In In re Konigsberg, 132 N.J. 263 (1993), the Court imposed a thirty-three-month suspension, retroactive to the date of the attorney's prior, temporary suspension, where the attorney pleaded guilty to a federal information charging him with making a false statement to an agency of the United States, in violation of 18 U.S.C.A. § 1001, by backdating a contract for a client in order to obtain insurance proceeds.

Finally, in In re Bode, 186 N.J. 584 (2006), a motion for reciprocal discipline, the Court suspended an attorney for three years for backdating three certificates of mailing in connection with matters pending before the United States Patent and Trademark Office (USPTO); failing to keep clients informed about the status of their patent applications, which resulted in the abandonment of eight patent and trademark applications; neglecting legal matters; failing to carry out professional contracts of employment; failing to reply to requests for information from the USPTO disciplinary authorities; failing to protect clients' interests on termination of the representation; and engaging in misrepresentations and conduct prejudicial to the administration of justice.

The cases cited by the OAE are not applicable to the facts under scrutiny. First, respondent's conduct pales in comparison to the attorneys in those matters. Second, as the above cases, and those discussed below, demonstrate, the fabrication of documents typically involves two scenarios: either the cover up of the attorney's mistake(s) or to gain an advantage either for the attorney or the client(s). See also In re Steiert, 220 N.J. 103 (2014) (six-month suspension imposed on attorney for serious misconduct, in violation of RPC 8.4(c) and (d); through coercion, the attorney had attempted to convince his former client, who had been a witness in the attorney's prior disciplinary proceeding, to execute false statements, which the attorney intended to use to exonerate himself in

respect of the prior discipline; in aggravation, the attorney's conduct was found to amount to witness tampering, a criminal offense; he exhibited neither acceptance of his wrongdoing nor remorse; and he had a prior reprimand, in 2010, for practicing law while ineligible and making misrepresentations in an estate matter) and In re Carmel, 219 N.J. 539 (2014) (three-month suspension imposed on attorney for "egregious misconduct," in violation of RPC 8.4(c); to avoid duplicate transfer taxes, the attorney and the bank which he had represented in a successful real estate foreclosure proceeding against a borrower, chose not to immediately record the bank's deed in lieu of foreclosure; when a subsequent buyer for the property was under contract, the attorney discovered that, in the interim, an Internal Revenue Service (IRS) lien had been filed against the property; because the IRS lien was superior of record to the bank's interest, the IRS would levy against the bank's proceeds from the intended sale of the property; rather than disclose the prior IRS lien to his client, the attorney fabricated a lis pendens for the foreclosure action, which was intended to deceive the IRS into believing that its lien was junior to the bank's interest; the attorney then sent the false lis pendens to the IRS, represented that it had been filed prior to the IRS lien, and attempted to engage the IRS in settlement discussions; rather than settle, the IRS referred the matter to the U.S. Attorney's Office, at which point the attorney finally admitted his misconduct; in

mitigation, the attorney had an unblemished disciplinary history of thirty-seven years when he sent the false lis pendens to the IRS and paid off the IRS lien with his own funds, in the amount of $14,186 plus interest, in order to make both his client and the government whole).

In this case, respondent did not become involved in the Longport real estate transaction until after Daniel Keating had executed the AOS. Thus, his purpose in drafting the Power of Attorney Documents was not to cover up a mistake that he had made in respect of the transaction. Further, respondent did not draft the Power of Attorney Documents to gain an improper advantage for Daniel Keating or himself. Rather, he drafted and presented the documents to comply with Accelerated's demand for proof that, prior to Daniel Keating's execution of the AOS on May 5, 2018, Martin, the trustee, had authorized Daniel Keating to do so. Thus, this is not a classic case of an attorney fabricating documents under circumstances that warrant a suspension.

The improper jurat cases cited by respondent's counsel also miss the mark, as Daniel Keating and Martin signed the power of attorney documents in respondent's presence. See, e.g., In re Giusti, 147 N.J. 265 (1997) (reprimand imposed on attorney who forged the signature of a client and a notary while using the notary's seal; violation of RPC 8.4(c)); In re Robbins, 121 N.J. 454 (1990) (reprimand imposed on attorney who signed and notarized the names of

two trustees as grantors on a deed; violation of RPC 8.4(c)); In re Coughlin, 91 N.J. 374 (1982) (reprimand imposed on attorney who executed a jurat and completed an acknowledgment on a deed without the presence of the grantor; violations of DR 1-102(A)(4) (conduct involving dishonesty, fraud, deceit, or misrepresentation) and DR 7-102(A)(5) (false statement of material fact or law to a tribunal); In re Rinaldo, 86 N.J. 640 (1981) (reprimand imposed on attorney who permitted his secretaries to sign two affidavits and a certification in lieu of oath); and In re Conti, 75 N.J. 114 (1977) ("severe public reprimand" imposed on attorney who directed his secretary to sign the grantors' names; the attorney then signed his name as a witness and completed the acknowledgment).[3]

Despite the inapplicability of the cases cited by the OAE and respondent, the denominator common to all of them is a misrepresentation to a third party. Indeed, in a recent case, an attorney received a reprimand for placing an inaccurate date on a document given to a third party. In re LaVan, 238 N.J. 474 (2019). There, in August 2012, the attorney undertook the representation of Jay and Raquel Winkler in a civil action against Lockheed Martin (Lockheed). In

[3] The procedure surrounding the execution of jurats and the taking of acknowledgments must be met in all respects. In re Surgent, 79 N.J. 529, 532 (1979). Five steps are involved in notarizing documents: (1) the personal appearance by the party before the attorney; (2) the identification of the party; (3) the assurance by the party signing that he is aware of the contents of the documents; (4) the administration of the oath or acknowledgment by the attorney; and (5) execution of the jurat or certificate of acknowledgment by the attorney in presence of the party. In re Friedman, 106 N.J. 1, 7-8 (1987).

the Matter of Julie Anna LaVan, DRB 18-232 (December 27, 2018) (slip op. at 2). In April 2013, Lockheed filed a motion to compel LaVan's production of the attorney's fee agreements with her clients. Id. at 3. Although it was LaVan's practice to provide her clients with fee agreements, she could not locate the Winklers' agreement. Ibid. Her client, Jay Winkler, did not recall having received a fee agreement from LaVan, but he knew that she was to receive a thirty-percent contingent fee from any award of damages. Ibid.

In order to produce a copy of the fee agreement, LaVan reprinted it from her computer, and Jay Winkler agreed to sign it, in order to "'recreate what was already existing.'" Id. at 3-4. Although the agreement was dated August 2, 2012, Jay Winkler signed it in February 2013. Id. at 3.

LaVan stated that she did not intend to mislead anyone or commit any misconduct. Id. at 4. She acknowledged, however, that she should have informed the court and her adversaries that the agreement had been "recreated." Ibid. Further, LaVan conceded the possibility that she had not entered into a fee agreement with the Winklers, but stated that she never sought payment from them, as the case had been dismissed. Id. at 3-4.

In mitigation, LaVan cited her entry into a joint stipulation of facts, which noted that the Winklers were satisfied with her representation; they were not harmed by her actions; she never charged them a fee; Jay Winkler admitted that

the agreement he did sign accurately set forth the terms of the fee arrangement; and LaVan had no prior discipline. Id. at 5.

On review, we noted LaVan's concession that she had backdated the agreement to "recreate what was already existing." Id. at 7. In so doing, LaVan violated RPC 8.4(a) (by involving her client) and RPC 8.4(c). Ibid. We also noted that "backdating documents is a serious ethics offense," citing In re Kornfeld, 207 N.J. 29 (2011). Ibid.

In determining the appropriate quantum of discipline to impose on LaVan, we cited the following reprimand cases involving misrepresentations to third parties: In re Walcott, 217 N.J. 367 (2014) (attorney misrepresented to a third party, in writing, that he was holding $2,000 in escrow from his client as collateral for a settlement agreement; violations of RPC 4.1(a)(1) and RPC 8.4(c)); In re Chatterjee, 217 N.J. 55 (2014) (attorney misrepresented to her employer, for five years, that she had taken steps to pass the Pennsylvania bar examination, a condition of her employment; compelling mitigation); In re Liptak, 217 N.J. 18 (2014) (attorney misrepresented to a mortgage broker the source of the funds she was holding in her trust account; attorney also committed recordkeeping violations; compelling mitigation); and In re Frey, 192 N.J. 444 (2007) (while representing a purchaser, attorney misrepresented to a real estate agent that he had received an additional deposit of $31,900; when the attorney

received from his client an $11,000 installment toward the deposit, he later released those funds to his client, despite his fiduciary obligation to hold them and to remit them to the realtor). Id. at 8-9.

Given LaVan's lack of prior discipline and the absence of harm to her clients, we imposed a reprimand. Id. at 10. The Court agreed. In re LaVan, 238 N.J. 474.

Based on our analysis of the above cases, we determine that a reprimand is sufficient for respondent's placement of an incorrect date on the Power of Attorney Documents. First, a reprimand is the minimum measure of discipline for a misrepresentation to a third party. Second, respondent's conduct simply does not rise to the level of a suspension.

Third, the mitigation in respondent's favor precludes the determination that a censure is appropriate. At the time of respondent's misconduct, he had been a member of the bar for forty-five years. His disciplinary record was unblemished. He promptly admitted his wrongdoing to Accelerated, the court overseeing the Loffer-Keating litigation, and the PADB.

To be sure, when Accelerated demanded proof that Martin had authorized Daniel Keating to enter into the AOS, respondent should not have drafted the Power of Attorney Documents and dated them April 25, 2018. The better course would have been submission of an amendment to the AOS, or concurrently-

dated affidavits or certifications from Martin and Daniel Keating, or any other documents that would have satisfied Accelerated's title conditions. For whatever reason, respondent opted against taking the better, honest course. However, there is no evidence that respondent drafted the Power of Attorney Documents as part of a nefarious plot to either cover up his mistake or to confer an unfair advantage upon his client. His sole purpose was to comply with Accelerated's demand, so that the closing of title on the Longport property could take place. His conduct is likely an isolated incident that will not be repeated.

In short, we discern no reason to justify imposing substantially different discipline from that which respondent received in Pennsylvania. Therefore, we determine to impose a reprimand for respondent's violation of RPC 4.1(a)(1) and RPC 8.4(c).

Vice-Chair Gallipoli voted to impose a censure.

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: **/s/ Timothy M. Ellis**
Timothy M. Ellis
Acting Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Stuart R. Lundy
Docket No. DRB 20-227

Argued: January 21, 2021

Decided: April 28, 2021

Disposition: Reprimand

Members	Reprimand	Censure	Recused	Did Not Participate
Clark	X			
Gallipoli		X		
Boyer	X			
Hoberman	X			
Joseph	X			
Petrou	X			
Rivera	X			
Singer	X			
Zmirich	X			
Total:	8	1	0	0

/s/ Timothy M. Ellis
Timothy M. Ellis
Acting Chief Counsel