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**OF THE**  
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July 22, 2021

**VIA CERTIFIED MAIL, REGULAR MAIL, & ELECTRONIC MAIL**

John E. Ursin, Esq.  
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**Re: In the Matter of John Erik Ursin**  
Docket No. DRB 20-305  
District Docket Nos. IIA-2016-0020E  
**LETTER OF ADMONITION - CORRECTED**

Dear Mr. Ursin:

The Disciplinary Review Board has reviewed your conduct in the above matter and has concluded that it was improper. Following a review of the record, the Board determined to impose an admonition for your violation of RPC 1.7(a)(2) (two instances – concurrent conflict of interest), RPC 1.8(k) (two instances – concurrent conflict of interest – lawyer employed by a public entity and another client), and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation). The Board further determined to dismiss the charged violations of RPC 1.16(a) (undertaking or failing to withdraw from a representation if the representation will result in a violation of the Rules of Professional Conduct or other law) and RPC 3.3(a)(5) (failing to disclose to the tribunal a material fact knowing that the omission is reasonably certain to mislead the tribunal).

Originally, this matter was before the Board in 2014, as an appeal from the dismissal of the grievance. On September 26, 2014, the Board reversed the dismissal and remanded the case to the District IIA Ethics Committee (the DEC) with instructions to file a complaint or enter into a stipulation for your conflict of interest, and any other violations that its investigation revealed.

Upon remand, you entered into a stipulation as to all of the operative facts and proceeded to a hearing at which you disputed that those facts violated the Rules of Professional Conduct. The Board subsequently received this presentment recommending an admonition on July 22, 2020, nearly six years after its remand.

This case arose from your concurrent representation, in a litigation matter, of a restaurant (the Sussex Inn) and of the Borough of Sparta, New Jersey (the Borough), as its municipal attorney. You represented the Borough from January 1, 2008 until December of 2013. By early 2011, the Sussex Inn had fallen behind on the payment of taxes and other municipal obligations to the Borough. At the time, then Borough Mayor, Chris Parrott, owned the Sussex Inn.

At the April 5, 2011 Borough Council meeting, one or more members of the public complained that Parrott had not been paying his bills for the Sussex Inn and suggested that he might be receiving special treatment from the Borough. Another member of the public asked you whether you represented Parrott as the Sussex Inn's owner "aside from [your] function as the municipal attorney." You denied that you represented either Parrott or the Sussex Inn. At the time you made that representation, in April of 2011, it was accurate.

Commencing on September 11, 2011, however, you did undertake the representation of the Sussex Inn and Parrott, who was still the Mayor. At the time, the Sussex Inn was in arrears on its property taxes and other municipal obligations to the Borough. Parrott was defeated in his campaign for reelection and his mayoral term concluded at the end of December 2011.

You claimed that you undertook Parrott's representation on the assumption that he had not been re-elected and, therefore, was a lame duck mayor whose term would end December 31, 2011. In addition, you stated that you knew that the below-described condemnation action would not be filed until January 2012, after Parrott left office. Thus, you explained that you did not anticipate performing legal work for Parrott until 2012.

You also conceded that you billed time in 2011 for work on the Parrott matter, although "there was very little done" that year other than "a passing conversation with the appraiser" or "one phone call with the DOT person where I said, he's in the process of getting an appraisal, will get back to you soon." You then "literally waited until after January to have that followup [sic] call with the appraiser, which was the first substantive conversation."

You acknowledged having attended monthly Borough Council meetings in October, November, and December 2011. You did not disclose the fact of your representation of Parrott in the condemnation action at any of those meetings, although you claimed that you would have done so if "any issue had come up in any way concerning the Sussex Inn." You also did not inform any individual Council members.

You testified that, as an attorney who had served as borough counsel in different municipalities over approximately thirty years, you did not believe that you were required to disclose your simultaneous representation of Parrott and the Sussex Inn. You explained that serving as a borough attorney did not preclude your representation of clients located geographically within the borough. In offering an example, you conceded that would not be

permissible if, “that business ha[d] business with the municipality or there’s some way that they might intersect that would be considered adverse.”

On March 8, 2012, after Parrott’s mayoral term had concluded, the New Jersey Department of Transportation (the NJDOT) filed an eminent domain condemnation action against the Sussex Inn in connection with a road project to realign State Route 23. The complaint named the Borough as a defendant, due to the priority of municipal real estate taxes and other charges. The complaint alleged that the NJDOT “has been unable to acquire said interest in the land and premises through bona fide negotiations with the property owner.” The NJDOT, thus, deposited \$270,000 in court, which represented its estimate of the fair market value of the Sussex Inn property.

On April 4, 2012, you filed an answer to the NJDOT condemnation complaint on behalf of the Sussex Inn. Although the Borough also was named as a defendant in the NJDOT condemnation action, you did not file an answer on the Borough’s behalf. You claimed that the Borough had been named a defendant for the sole purpose of ensuring that any municipal liens were satisfied, which was essential to clear title, and that refraining from filing answers in behalf of municipalities was standard practice, which saved legal fees for public entities.

You stipulated that, following the filing of the NJDOT action, and as the result of questions and comments expressed at Borough Council meetings, you knew or should have known that the concurrent representation of the Sussex Inn and the Borough “could be viewed negatively.” You nonetheless entered your formal appearance as counsel for the Sussex Inn, despite your continuing performance of duties as Borough attorney. You failed to seek or obtain a conflict waiver from the Sussex Inn permitting you to undertake its representation while serving as Borough attorney. Further, you failed to directly disclose the representation to the Borough Council,<sup>1</sup> although the Borough Clerk received a copy of the Sussex Inn’s answer to the complaint, which you had filed.

In December 2012, the Borough purchased a tax sale certificate for unpaid municipal liens against the Sussex Inn (the Sussex Inn certificate). The Borough paid a premium in the amount of \$25,887.12, representing unpaid taxes for the year 2011. The unpaid taxes and utilities had been discussed at the Borough Council’s April 2011 meeting, as well as other meetings.

Jesse Wolosky, a Sparta resident, was in the business of purchasing tax liens from local municipalities, on assignment. By letter dated February 11, 2013, to the Borough tax collector, Wolosky expressed an interest in taking an assignment of the Sussex Inn certificate, as well as another, unidentified lien. Wolosky’s assignment offers did not contain any proposed terms. By that time, Parrott no longer was the mayor.

On March 5, 2013, the Borough Council directed you to contact Wolosky to determine whether he remained interested in the assignments and, if so, on what terms. You were not given any explicit negotiating authority. At that time, you still had not disclosed to the Borough Council that you were representing the Sussex Inn in the NJDOT condemnation action.

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<sup>1</sup> A public entity is prohibited from waiving a conflict of interest. Regardless, this purported disclosure to the Borough Council would be insufficient to satisfy the informed consent requirements of the conflict of interest Rules.

On March 8, 2013, in your role as Borough attorney, you wrote a letter to Wolosky to determine whether he still had an interest in accepting an assignment of the two tax sale certificates, including the Sussex Inn certificate. Specifically, you wrote:

I am the municipal attorney for the Borough of Sussex. The Mayor and Council of the Borough of Sussex considered your recent request to purchase by assignment the above referenced tax sale certificates. The Council has directed me to attempt to negotiate an assignment agreement. Please confirm your interest to me by letter or email. I will then send you a form of contract relating to the assignment. I anticipate that we should be able to complete the transaction by the end of the month subject to the availability of the Council meetings.

[S¶28;Ex.J.]<sup>2</sup>

On March 12, 2013, Wolosky informed you, via e-mail, that he still had an interest in taking an assignment of the two tax sale certificates, including the Sussex Inn certificate. You denied that this e-mail was sent or received, and instead claimed that “there appear[ed] to be no reply” to the e-mail or other correspondence between you and Wolosky.

You testified that the letter you sent to Wolosky was a form letter and described the wording as “clumsy.” You testified that you “can’t disagree” that, when the Council directed you to write the letter, you violated RPC 1.8(k).

You claimed that, if Wolosky had replied that he wanted to buy the liens, you were “100 percent confident” that “conflict counsel would have done the paperwork.” Nevertheless, in retrospect, you “would have done it differently.” You also emphasized that, notwithstanding your failure to disclose your representation of the Sussex Inn, the representation was contained within the Borough’s records and therefore was not a secret, and that the Borough administrator, who “had the answer,” attended every Council meeting and never raised the issue.

Wolosky attended two public meetings, on March 19 and April 2, 2013. He also attended the April 16, 2013 meeting because, as the parties stipulated, he had not received any further correspondence from you regarding the proposed assignments. The Council minutes for that meeting reflected that Wolosky wished to acquire the liens at a discount; the Borough was unwilling to sell the liens at a discount; and no further action or activity took place on the matter.

By your description, when Wolosky attended the meetings, Wolosky and the mayor had a “back and forth” and engaged in negotiations. You explained that you never said a word and did not participate in negotiations.

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<sup>2</sup> “S” refers to the stipulation of facts, dated May 2, 2019, entered into by both parties, in which you admitted the facts, but did not admit having violated any RPCs. “Ex.” refers to the exhibits to the stipulation.

On March 27, 2013, another attorney substituted for you as counsel for the Sussex Inn. In summer 2013, the NJDOT condemnation action against the Sussex Inn was settled for the sum of \$515,000. Final judgment was entered on July 31, 2013.

After ascertaining from Parrott his wishes regarding the manner of distribution of the settlement funds, you filed a motion, on behalf of the Sussex Inn, for the disbursement of the funds in two checks, the first to the Borough for all owed municipal arrearages, and the second representing the balance of the funds to the Sussex Inn.

Despite that substitution, you continued to represent the Sussex Inn until September 4, 2013, when Parrott's former spouse filed a motion contesting the priority of the condemnation action payments and seeking to place the Borough's priority behind her claim. At that point, you finally withdrew from the representation of the Sussex Inn.

During the hearing, you were questioned about your continued participation in the litigation after the substitution of attorney was filed, in March 2013. You testified that, one month after the filing, the Deputy Attorney General representing the NJDOT called you "out of the clear blue" and made a "very good" settlement offer. You informed Parrott and his new attorney, and all agreed that the offer would be accepted. They authorized you to "finish it off," and the funds were disbursed.

On December 17, 2013, the Honorable Thomas Weisenbeck, J.S.C., entered an order distributing the funds from the condemnation action, requiring the Borough to be paid first and in full. The Borough received \$119,319.10, which satisfied all financial obligations of the Sussex Inn for municipal taxes and other outstanding municipal charges.<sup>3</sup>

You insisted that you did not represent the Borough and the Sussex Inn in the condemnation case. explaining:

I've been doing this again for 30 plus years, they're [the Borough is] on notice of the action because if there's any taxes, liens, other things, they get paid off at the closing. But municipalities virtually never participate in the condemnation case. They wouldn't have any interest in whether the amount was low or the amount was high or the property is taken. So in the stipulated facts they're just a noticed defendant. So we didn't participate in that case at all on behalf of the Borough of Sussex; there was no need to. It's automatic in these cases that the taxes have to be paid to the borough. And that's not just a procedure, it's that the title would not be cleared going to the State if there was unpaid taxes or water or sewer charges. So it is really one of the most axiomatic things in a condemnation case. And

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<sup>3</sup> The order stated that the payment to the Borough was in satisfaction of "outstanding real estate taxes" (Ex.V). There is no mention of outstanding utility payments. The order awarded \$290,128.15 to the Sussex Bank, \$35,916.57 to the U.S. Department of Justice, and \$19,080.13 to Parrott's former wife.

it's virtually -- the priority of it is virtually never challenged, and of course in this case Chris Parrott's ex-wife challenged it for a brief time, but it wasn't -- wasn't -- it wasn't a real challenge in that the judge ordered that the Sussex -- the Borough of Sussex be paid first.

[T83.]<sup>4</sup>

In the Sussex Inn condemnation matter, you could not "testify more clearly" that you never believed there was adversity between the Borough and Parrott, given that the only issue in that matter was the fair compensation for the taking of the property. Once NJDOT deposited funds in court, you "felt even stronger that there was no adversity," as the funds on deposit "substantially exceeded by many magnitudes any amount that the Sussex Inn owed Sussex Borough." Notwithstanding your testimony, you could not recall any condemnation case in which the attorney for the municipality also represented the primary defendant.

According to the stipulation, you represented the Sussex Inn while Parrott was mayor and you were municipal attorney. You stipulated that the dual representation "certainly should have placed [you] on notice to be aware of conflicts which could potentially arise." You further stipulated that you did engage in an impermissible conflict of interest, however, when, the Council directed you to "negotiate an Agreement" for the assignment of the Sussex Inn tax sale certificates with Wolosky, which created (1) "a significant risk of impairing [your] responsibilities to the Borough or the former mayor" and (2) "a substantial risk that [you] would be limited in [your] ability to provide independent advice to one or both clients." Further, the Borough was legally unable to waive the conflict, under RPC 1.8(1) and RPC 1.9(d). Thus, in the stipulated analysis, you admitted that you violated those RPCs by clear and convincing evidence.

At oral argument before the Board, you again described your failure to perceive the adversity of your clients' interests and emphasized your unblemished career in mitigation.

After its de novo consideration of the record and argument, the Board found that you violated RPC 1.7(a)(2) (two instances); RPC 1.8(k) (two instances); and RPC 8.4(c). It dismissed the charged violations of RPC 1.16(a); RPC 3.3(a)(5); and the third instances of RPC 1.7(a)(2) and RPC 1.8(k) relating to the condemnation action for the reasons stated below.

There are three alleged conflicts of interest at issue: (1) the conflict arising from your representation of the Sussex Inn while you were municipal attorney and Parrott was still the mayor; (2) the conflict arising from your representation of the Borough in regard to the potential negotiation of the Sussex Inn tax sale certificate with Wolosky; and (3) your representation of the Sussex Inn and the Borough in the condemnation action.

Despite the similarity of the Rules, the relevant parties may waive an RPC 1.7(a) conflict, but, pursuant to RPC 1.8(1), a public entity cannot consent to a representation otherwise prohibited by RPC 1.8(k).

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<sup>4</sup> "T" refers to the transcript of hearing, dated May 15, 2019.

You admitted, and the Board found, that your representation of the Sussex Inn in 2011, while Parrot was mayor, violated RPC 1.8(k). At the time, the Sussex Inn owed unpaid taxes to the Borough. Thus, you were representing both the creditor and the debtor, a recognized violation of RPC 1.7(a)(1). See In re Isa, 239 N.J. 2 (2019).

Regarding the second conflict, the Board agreed with the DEC and found that your representation of the Borough in connection with the negotiations of the Sussex Inn certificate with Wolosky constituted a violation of RPC 1.7(a)(2) (regarding the Sussex Inn) and RPC 1.8(k) (regarding the Borough).

You admitted that your letter to Wolosky was a violation of RPC 1.8(k). By transmitting that letter, you offered to negotiate an assignment of your client, the Borough's, tax sale certificate in respect of your client, the Sussex Inn's, property, to a third party. You thereby created a significant and substantial risk that your representation of one of the clients, that is, the Sussex Inn, would be limited by your representation of the other, the Borough. In essence, you were offering to negotiate between the Borough and Wolosky as to who would have the right to foreclose upon the Sussex Inn's property when the Sussex Inn was your client. You, thus, violated RPC 1.7(a)(2) and RPC 1.8(k).

The Board deemed it irrelevant that the Borough ultimately rejected Wolosky's attempt to buy the certificate at a discount and received payment in full for the Sussex Inn's obligations to the municipality. The absence of ultimate harm does not cure the pre-existing conflict; it affects only the appropriate level of discipline.

The Board undertook its analysis of the third conflict, the condemnation, mindful that the RPCs do not require actual conflicts, only a "significant" risk (RPC 1.7(a)) or "substantial" risk (RPC 1.8(k)). In this case, the Board found no basis for doubting your claim that the Sussex Inn wanted the Borough to be paid, and to be paid first, presumably so the Sussex Inn could be relieved of the property in exchange for compensation. Thus, the Board determined that there existed no clear and convincing proof that you violated RPC 1.7(a)(2) or 1.8(k) in representing both the Sussex Inn and the Borough in the condemnation action.

Although the complaint also charged you with having violated RPC 1.16(a) for undertaking the representation of the Sussex Inn and then failing to withdraw from the representation once you created a conflict, the Board dismissed that charge as duplicative, as it has recently determined to do under similar circumstances. See In re Silber, 244 N.J. 266 (2020); In the Matter of Mark R. Silber, DRB 19-381 (August 5, 2020) (slip op. at 12) (dismissing RPC 1.16(a) as duplicative of RPC 1.7(a)(2)).

The Board dismissed the RPC 3.3(a)(5) charge, which applies to an attorney's failure to disclose to the tribunal a material fact, knowing that the omission is reasonably certain to mislead the tribunal. Under RPC 1.0(n), a tribunal "denotes a . . . legislative body . . . acting in an adjudicative capacity." Here, the Borough Council did not act in an adjudicative capacity and, thus, you could not have violated RPC 3.3(a)(5), in any respect.

The Board parted company with the DEC and determined that you had violated RPC 8.4(c) by failing to disclose the conflict of interest to the Borough Council in March of 2013, characterizing your inaction as a misrepresentation by silence. Inasmuch as the letter you wrote to Wolosky violated RPC 1.7(a) and RPC 1.8(k), you should have disclosed to Council that you represented the Sussex Inn when you were asked to draft the letter. Your failure to do so violated both Rules.

The Board weighed its own precedent in setting the baseline level of discipline. Particularly, the Board observed that, absent egregious circumstances or serious economic injury, a reprimand is ordinarily imposed for a conflict of interest. See In re Berkowitz, 136 N.J. 134, 148 (1994); In re Rajan, 237 N.J. 434 (2019) (the attorney engaged in a conflict of interest and an improper business transaction with a client by investing in a hotel development project spearheaded by an existing client; no prior discipline); and In re Drachman, 239 N.J. 3 (2019) (the attorney engaged in a conflict of interest by recommending that his clients use a title insurance company in eight, distinct real estate transactions, without disclosing that he was a salaried employee of that company; there was no evidence of serious economic injury to the clients; the attorney also violated RPC 5.5(a)(1) by practicing law while ineligible to do so; no prior discipline).

Here, the Board determined that substantial mitigation weighed in your favor. Particularly, the Board recognized that at the time of your misconduct, you had been an attorney for more than twenty years with an unblemished disciplinary history. It favorably recognized that you have served both the bar and the community. In respect of the actual conflict, ultimately, the Borough's priority was preserved, and it received full reimbursement for the lien. As to the Sussex Inn, it received a condemnation award that was double the NJDOT's initial offer. Thus, it appears that neither party affected by the conflict suffered financial harm.

The Board also accorded some weight to the passage of time – seven years – since your misconduct. See In re Verdiramo, 96 N.J. 183 (1984) (finding mitigation where events occurred more than eight years earlier, holding that “the public interest in proper and prompt discipline is necessarily and irretrievably diluted by the passage of time”) and In the Matter of Robert B. Davis, 230 N.J. 385 (2017) (imposing significantly lesser discipline than otherwise warranted because, as stated in the Order, there was “extraordinary delay in initiating disciplinary proceedings”).

On balance, in light of the unique circumstances presented by this case, particularly the relative remoteness of the conduct under scrutiny and the apparent lack of financial harm to your clients, the Board determined that an admonition is the quantum of discipline necessary to protect the public and preserve confidence in the bar.

Your conduct has adversely reflected not only on you as an attorney but also on all members of the bar. Accordingly, the Board has directed the issuance of this admonition to you. R. 1:20-15(f)(4).

A permanent record of this occurrence has been filed with the Clerk of the Supreme Court and the Board's office. Should you become the subject of any further discipline, this admonition will be taken into consideration.



The Board also has directed that the costs of the disciplinary proceedings be assessed against you. An invoice of costs will be forwarded to you under separate cover.

Very truly yours,



Johanna Barba Jones  
Chief Counsel

JBj/res

- c: Chief Justice Stuart Rabner  
Associate Justices  
Heather Joy Baker, Clerk  
Supreme Court of New Jersey  
Anne Singer, Vice-Chair  
Disciplinary Review Board (e-mail)  
Gail G. Haney, Deputy Clerk (with copy of updated ethics history)  
Supreme Court of New Jersey  
Charles Centinaro, Director  
Office of Attorney Ethics (interoffice mail and e-mail)  
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