Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 20-324
District Docket No. XIV-2019-0592E

In the Matter of	:
Asher B. Chancey	:
An Attorney at Law	:

Decision

Argued: April 15, 2021

Decided: August 3, 2021

Hillary K. Horton appeared on behalf of the Office of Attorney Ethics.

Robert S. Tintner 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 (the OAE), pursuant to R. 1:20-14(a), following an order from the Supreme Court of Pennsylvania retroactively suspending respondent for three years. In the Pennsylvania matter, respondent admitted that

he was guilty of violating New Jersey RPC 1.1(a) (gross neglect); RPC 1.1(b) (pattern of neglect); RPC 1.2(a) (failure to consult with the client as to the means by which the objectives of the representation are to be pursued); RPC 1.3 (lack of diligence); RPC 1.4(b) (failure to keep the client reasonably informed about the status of a matter); RPC 1.4(c) (failure to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation); RPC 4.1(a)(1) (lawyer shall not knowingly make a false statement of material fact or law to a third person); 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 grant the motion for reciprocal discipline and to impose a three-year, prospective suspension, with a condition.

Respondent earned admission to the New Jersey and Pennsylvania bars in 2007. He has no history of discipline in New Jersey.

The facts of this matter are taken from the Joint Petition in Support of Discipline on Consent Under Pa.R.D.E. 215(d) (the Joint Petition) executed by respondent and the Pennsylvania Office of Disciplinary Counsel (the ODC). The ODC began its investigation of respondent after he reported to the ODC misconduct he had engaged in while a partner at Goldberg Segalla, LLP (the

Firm), in Philadelphia, Pennsylvania. On May 23, 2018, having learned of respondent's behavior, the Firm terminated his employment.

The Zabeer Hussain Shah Matter

On February 5, 2014, Zabeer Hussain Shah, an employee of Hubb Group, Inc. (Hubb), was involved in an automobile accident with Steven Callaghan. Knight Insurance Group (Knight) insured both Shah and Hubb. Callaghan retained Nicholas J. Leonardis, Esq. to represent him in a personal injury action against Shah in the Superior Court of New Jersey, Law Division, Middlesex County (the Shah lawsuit), seeking damages arising from the accident. Knight was one of the Firm's clients, and respondent was assigned to represent Shah and Hubb in the Shah lawsuit.

Sometime prior to March 28, 2018, respondent entered into an agreement with Leonardis to settle the Shah matter via a payment of $1.5 million to Callaghan. However, respondent had no authorization from Knight to enter into such a settlement and, further, did not advise Knight that he had agreed with Leonardis to settle the lawsuit.

On March 28, 2018, Leonardis forwarded Callaghan's executed release to respondent. On May 17, 2018, a member of Leonardis' staff contacted respondent regarding the status of the payment of the settlement funds to

Callaghan. Respondent misrepresented to the staff member that the settlement check had been delayed and that he would forward the check the next week. On May 22, 2018, because the settlement check had not arrived, Leonardis filed a motion to enforce settlement.

On June 22, 2018, the Honorable Patrick J. Bradshaw, J.S.C. granted the motion to enforce settlement and directed Shah and Hubb to forward to Leonardis a $1.5 million settlement check, plus applicable interest. Knight paid the settlement funds to Callaghan and subsequently filed a claim with the Firm's professional liability insurer for respondent's mishandling of the Shah matter.

The Carcol Enterprises, LLC Matter

On May 16, 2015, Carlos Salazar, who was driving a vehicle owned by Carcol Enterprises, LLC (Carcol), was involved in an automobile accident with Kettlewell Vargas and Tamir Mashhood. Knight insured both Salazar and Carcol.

Following the accident, two lawsuits were filed in the Superior Court of New Jersey, Law Division, Essex County – Kettlewell Vargas and Cristhian Catano v. Carcol et al. (the Vargas lawsuit) v. GEICO Insurance Company, and Tamir Mashhood v. Carcol Enterprises et al. (the Mashhood lawsuit). Ultimately, the lawsuits were consolidated. On January 31, 2018, the parties

attended arbitration, resulting in a $2.25 million award to Vargas. A Knight representative was not present at the arbitration because respondent failed to inform Knight of the date, time, or location of the hearing. Following the hearing, respondent failed to inform Knight that Vargas had been awarded the $2.25 million award. On February 22, 2018, the remaining plaintiffs in the Mashhood lawsuit filed a request for a trial de novo. Respondent failed to inform Knight of the filing.

On May 15, 2018, respondent spoke with Leeor Jerushalmy, Esq., counsel for Vargas. During the conversation, Jerushalmy told respondent that if Knight did not tender its policy limit of $1.5 million by May 17, 2018, Vargas would cease participation in settlement discussions, seek to hold Knight responsible for any excess verdict at trial, and seek an offer to take judgment penalties. The next day, Jerushalmy sent respondent an e-mail memorializing Vargas' position. Respondent failed to advise Knight of Vargas' stance.

On May 17, 2018, respondent called Jerushalmy and misrepresented that he had authority to settle the Vargas and Mashhood lawsuits. Respondent offered a $1.5 million settlement on the condition that the settlement was for both the Vargas and Mashhood lawsuits. The same day, respondent sent Jerushalmy an e-mail memorializing the settlement offer. However, respondent's representations to Jerushalmy were false, as respondent neither had

authorization from Knight to settle either lawsuit nor had advised Knight that he agreed to settle the two lawsuits for $1.5 million.

On May 25, 2018, Jerushalmy filed a motion to enforce settlement, which the Firm opposed. The Firm subsequently resolved the motion to enforce settlement by negotiating a confidential settlement of the two lawsuits.

Knight subsequently filed a claim with the Firm's professional liability insurer for respondent's mishandling of the Vargas and Mashhood lawsuits.

The A1 Elegant Tours, Inc. Matter

On an unknown date, an unnamed employee of A1 Elegant Tours, Inc. (A1 Elegant) was involved in an automobile accident with Azure Pitt. Knight insured both A1 Elegant and its employees.

Pitt retained Amy L. Peterson, Esq. and, in 2016, filed a personal injury action in the Superior Court of New Jersey, Law Division, Passaic County against A1 Elegant and its employee (the Pitt lawsuit). The Firm assigned respondent to represent A1 Elegant and its employee in the litigation. On April 17, 2018, without authorization and without informing Knight, respondent settled the lawsuit for $575,000. In so doing, respondent misrepresented to Pitt's counsel that he was authorized to settle the lawsuit.

Thereafter, on May 19, 2018, respondent spoke with Peterson, apologized for the delay in the issuance of the settlement check, and told her he could not say when the settlement check would be issued and mailed. On May 23, 2018, having not received the check, Peterson filed a motion to enforce settlement. By order dated June 8, 2018, the Honorable Raymond A. Reddin, J.S.C. granted the motion and directed Knight to pay the settlement by June 18, 2018. Knight paid the settlement and filed a claim with the Firm's professional liability insurer for respondent's mishandling of the Pitt lawsuit.

The Best Ride Transportation, Inc. Matter

On June 18, 2013, Luigi L. Lainez-Sanchez, an employee of Best Ride Transportation, Inc. (Best Ride), was in an automobile accident with Jose L. Salazar and Lilia Salazar. Knight insured both Lainez-Sanchez and Best Ride. In 2015, the Salazars retained Robert A. Jones, Esq. and filed a lawsuit in the Superior Court of New Jersey, Law Division, Union County against Lainez-Sanchez and Best Ride (Best Ride lawsuit). The firm assigned respondent to represent Lainez-Sanchez and Best Ride in the lawsuit.

On April 11, 2018, respondent attended a mediation session with Jones. Following the mediation, respondent and Jones continued to engage in settlement discussions. Jones ultimately offered to settle the lawsuit for

$900,000. On April 20, 2018, without advising or obtaining authorization from Knight, respondent sent Jones an e-mail accepting the $900,000 settlement offer and stating he was preparing the requisite documents. Respondent sent Jones a release on May 3, 2018, which was executed and returned four days later. On June 6, 2018, Jones filed a motion to enforce settlement, which the court granted.

Knight paid the settlement proceeds to the Salazars and filed a claim with the Firm's professional liability insurer for respondent's mishandling of the Best Ride lawsuit.

The Ashraf A. Awad Matter

On September 14, 2014, Ashraf A. Awad, an employee of Amanz Company, LLC (Amanz), was involved in an automobile accident with Daisy S. Landa and Manuel Villacres. Knight insured both Awad and Amanz. Landa and Villacres retained counsel, who filed a lawsuit, in August 2016, in the Superior Court of New Jersey, Law Division, Hudson County against Awad and Amanz (the Awad lawsuit). The Firm assigned respondent to represent Awad and Amanz in the lawsuit.

The discovery deadline in the Awad lawsuit was March 11, 2018. Respondent did not compel the depositions of Landa or Villacres, failed to take any action to compel Landa or Villacres to submit to an independent medical

examination before the close of discovery, and failed to seek an extension of the discovery deadline.

An arbitration hearing in the matter was scheduled for June 7, 2018. However, respondent failed to advise Knight of the hearing. The Firm ultimately filed a motion to reopen discovery and to extend the discovery end date, to which counsel for Landa and Villacres consented. Thereafter, the Firm negotiated a confidential settlement of the Awad lawsuit.

The Maximo A. Rodriguez Matter

On January 13, 2015, Maximo A. Rodriguez, an employee of RSTS Trucking Corp. (RSTS) and Transfer Trailer Services, Inc. (Transfer Trailer), was involved in an automobile accident with Travis Davalos and Steven Jones. Knight insured Rodriguez, RSTS, and Transfer Trailer.

Davalos and Jones retained counsel and, in 2017, they filed a lawsuit in the Superior Court of New Jersey, Law Division, Middlesex County against Rodriguez, RSTS, and Transfer Trailer (the Rodriguez lawsuit). The firm assigned respondent to represent Rodriguez, RSTS, and Transfer Trailer in the Rodriguez lawsuit on behalf of Knight.

In October 2017, Jones settled his claims against Rodriguez, RSTS, and Transfer Trailer. In the ongoing Rodriguez lawsuit with Davalos, the discovery

deadline was April 6, 2018. Prior to the expiration of the discovery deadline, respondent failed to request that Davalos execute HIPAA authorizations for his medical providers; request that Davalos execute authorizations to obtain his employment records, workers' compensation records, and insurance record; schedule Davalos for an independent orthopedic medical examination; or obtain Davalos' diagnostic film studies.

On April 18, 2018, respondent spoke with Pasquale J. Colavita, Esq., counsel for Davalos, and told Colavita that he agreed to Colavita's proposal to settle Ms. Davalos' loss of consortium claim for $35,000, requested that Colavita inform the court about the settlement, and stated that he and Colavita need not appear at a settlement conference because he would forward a release. However, respondent did not have authorization from Knight to settle Davalos' claim. Respondent also failed to advise Knight of the date and time of a scheduled arbitration hearing and failed to advise Knight that an arbitration award had been entered after the hearing.

On May 15, 2018, respondent attended the settlement conference held in the Rodriguez lawsuit, despite having failed to inform Knight that the conference had been scheduled, and misrepresented to counsel for Davalos and to the Honorable Sheree V. Pitchford, J.S.C. that his clients had agreed to settle the Davalos' claim for $35,000.

Subsequently, Colavita unsuccessfully attempted to obtain a release from respondent, and then filed a motion to enforce settlement, on June 21, 2018, which the court denied. On July 2, 2018, the Firm filed a motion to reopen discovery, which the court granted. Thereafter, the Firm negotiated a confidential settlement of the Rodriguez lawsuit, concluding the matter without any financial prejudice to Knight.

The Joe Strollo Matter

On March 2, 2015, Joe Strollo, an employee of ECRB Towing (ECRB), was in an accident with Sunita Wallace. Knight insured both Strollo and ECRB. Wallace retained counsel, Patrick L. Falcon, Esq. and Alexander DeSevo, Esq., to represent her in personal injury claims arising out of the accident. In 2016, counsel for Wallace filed a lawsuit on her behalf in the Superior Court of New Jersey, Law Division, Essex County against Strollo and ECRB (the Strollo lawsuit). The Firm assigned respondent to represent Strollo and ECRB on behalf of Knight. Prior counsel for Strollo and ECRB had filed an answer to Wallace's complaint.

Falcon and DeSevo sent respondent discovery requests, which respondent received. However, respondent failed to either advise Knight of the discovery requests or to respond to the discovery requests.

On December 5, 2017, DeSevo filed a motion to strike Strollo and ECRB's answer for failure to make discovery. Despite receiving the motion, respondent neither advised Knight of the motion nor filed a response. Thereafter, on January 26, 2018, DeSevo filed a second motion to strike Strollo and ECRB's answer for failure to make discovery. Despite receiving the second motion, respondent both failed to advise Knight the motion had been filed and to file a response. On February 16, 2018, the Honorable Annette Scoca, J.S.C. granted the second motion to strike. Respondent failed to inform Knight of Judge Scoca's order.

On February 28, 2018, DeSevo filed a motion for a proof hearing. Despite receiving the motion, respondent failed to advise Knight that the motion had been filed or to file a response to the motion. On March 29, 2018, the Honorable Robert H. Gardner, J.S.C. granted the proof hearing motion. Respondent failed to advise Knight that Judge Gardner granted the motion or that a proof hearing had been scheduled for June 25, 2018.

Additionally, on April 16, 2018, DeSevo filed a motion to suppress defendant's answer. Despite receiving the motion, respondent failed to advise Knight that the motion had been filed or to file a response. By order dated May 11, 2018, the Honorable Deborah M. Gross-Quatrone, J.S.C. granted the motion to suppress. Respondent failed to advise Knight that Judge Gross-Quatrone granted the motion to suppress.

After the Firm terminated respondent's employment, it filed a motion to reinstate the answer and reopen discovery in the Strollo lawsuit. Judge Gross-Quatrone granted the motion to reinstate, and in so doing, stated in her order that "the sins of the advocate should not be visited on the blameless litigant . . . . Kosmowski v. Atlantic City Medical Center, 175 N.J. 568 (2003)."

DeSevo filed a motion for reconsideration on July 25, 2018, which he withdrew after the Firm agreed to pay $4,000 in counsel fees to counsel for Wallace. The parties then entered into a confidential settlement of the Strollo lawsuit, which concluded the matter without any financial prejudice to Knight.

The United Taxi Matter

On March 5, 2015, an unidentified employee (hereinafter "John Doe") of United Taxi was involved in an automobile accident with Kelly Simone Ollivierre. Knight insured both John Doe and United Taxi. Ollivierre retained Robert H. Heck, Esq. to represent her in her claims arising from the accident. In 2016, Heck filed a lawsuit on behalf of Ollivierre in the Superior Court of New Jersey, Law Division, Middlesex County against John Doe and United Taxi (the United Taxi lawsuit).

On October 17, 2016, a default judgment was entered against United Taxi. Respondent failed to move to vacate the default or to seek leave to file an answer

to the complaint. The trial court held a proof hearing and, on January 12, 2017, awarded Ollivierre $0 in damages.

Heck filed a motion for reconsideration, which the court denied. Thereafter, Heck appealed the January 12, 2017 order to the Superior Court of New Jersey, Appellate Division. On August 11, 2017, the Firm assigned respondent to represent John Doe and United Taxi on behalf of Knight. Respondent failed to seek leave to file a brief with the Appellate Division.

By per curiam opinion dated March 29, 2018, the Appellate Division reversed and vacated the January 12, 2017 order and remanded the matter to the trial court for a determination of the amount of Ollivierre's economic and non-economic damages.

On April 17, 2018, the trial court held a second proof hearing. Respondent failed to advise Knight of the scheduled hearing, failed to submit any written opposition, and failed to appear at the hearing. Following the second proof hearing, the court entered a default judgment in favor of Ollivierre for $75,000. Respondent failed to advise Knight of the default judgment.

After terminating respondent's employment, the Firm filed a motion to vacate the default judgment and to permit the defendants to file an answer. The trial court granted the motion to vacate and the parties ultimately entered into a confidential settlement agreement, which concluded the matter without any

financial prejudice to Knight.

The Wilson Acevedo Matter

On an unknown date, Wilson Acevedo, an employee of Wilkie Trucking, Inc. (Wilkie), was involved in an automobile accident with Julio Vargas-Yanez. Knight insured both Acevedo and Wilkie.

Vargas-Yanez retained Dennis G. Polizzi, Esq. to represent him in a lawsuit filed in the Superior Court of New Jersey, Law Division, Passaic County against Acevedo and Wilkie (the Acevedo lawsuit). The Firm assigned respondent to represent Acevedo and Wilkie in the lawsuit on behalf of Knight. Respondent failed to file an answer to the complaint, failed to serve discovery requests, and failed to provide responses to discovery requests.

On May 7, 2018, Polizzi filed a motion to enter default judgment. Respondent failed to inform Knight of the motion or to file opposition to the motion. By order dated May 25, 2018, the Honorable Raymond A. Reddin, J.S.C. granted the default judgment motion and scheduled a proof hearing.

The Firm did not discover that a default judgment had been entered in the Acevedo case until after it terminated respondent's employment. Thereafter, the Firm, with Polizzi's agreement, filed a consent order that vacated the May 25, 2018 order, allowed the Firm to file an answer to the complaint, and permitted

the firm to conduct discovery in the Acevedo lawsuit.

The Willie Walden and Esurance PIP Reimbursement Matters

On August 14, 2013, Willie Walden, an employee of Jimmy's Transportation, was involved in an automobile accident with Sairy Calhoun. Knight insured both Walden and Jimmy's Transportation. The Firm assigned respondent to represent Walden and Jimmy's Transportation on behalf of Knight. Without authorization and without advising Knight, respondent agreed to settle Calhoun's claims for $1 million.

After respondent had agreed to settle Calhoun's claims, a Knight representative advised respondent, via e-mail, that Knight wanted to settle Calhoun's claims. Rather than disclose to Knight that he had already agreed to settle the matter for $1 million, respondent persuaded Knight to resolve the claims for that amount.

When the accident occurred, Calhoun was insured through Esurance Property and Casualty Insurance Company (Esurance). Esurance issued Personal Injury Protection (PIP) benefits on behalf of Calhoun that totaled $15,000 and, as a subrogee of Calhoun, sought reimbursement of the PIP benefits it had paid by pursuing an inter-insurance company arbitration proceeding against Knight.

On July 8, 2017, Esurance submitted the PIP reimbursement claim to arbitration and demanded $15,000. Respondent failed to advise Knight of the scheduled arbitration proceeding or to oppose the arbitration demand (on the basis that Knight had paid the policy limits to Calhoun). On July 13, 2017, a $15,000 arbitration award was entered in favor of Esurance. Respondent failed to inform Knight about the issuance of the arbitration award.

After terminating respondent's employment, the Firm discovered that Esurance had obtained an arbitration award against Knight for reimbursement of PIP benefits. The Firm agreed to pay the $15,000 arbitration award on behalf of Knight because Knight's defense of having paid the policy limits was waived when respondent failed to raise that defense at the arbitration proceeding.

The GEICO PIP Reimbursement Claim

On July 21, 2011, Juliana Gomes was injured in an automobile accident that involved a vehicle owned by MAGA Car, LLC (MAGA). At the time of the accident, Gomes was insured through GEICO and MAGA was insured by Knight. As a result of the accident, GEICO issued PIP benefits on behalf of Gomes and also incurred cost containment charges totaling $15,107.61.

As a subrogee of Gomes, GEICO sought reimbursement of both the PIP benefits paid to Gomes and the cost containment charges (the Gomes matter).

The Firm assigned respondent to represent Knight. Knight authorized respondent to settle the matter by offering GEICO fifty percent of the amount it had requested. Respondent failed to inform Knight that GEICO rejected the fifty-percent offer.

Thereafter, in February 2018, GEICO submitted the PIP benefits and cost containment charges reimbursement claims to an inter-insurance company arbitration proceeding and demanded $15,107.61. Respondent failed to appear at the May 21, 2018, arbitration hearing. Consequently, on May 22, 2018, an arbitration award of $15,107.61 was entered in favor of GEICO.

After terminating respondent's employment, the Firm discovered that GEICO had obtained the arbitration award against Knight and agreed with Knight that it would pay one-half of the arbitration award.

The Transforce Matter

On May 7, 2015, Jahmar Lyttle, a driver for Transforce, Inc. (Transforce), was involved in a tractor trailer accident with Johnnie Suggs. Suggs retained Michael J. Gaffney, Esq., who filed a lawsuit in the Superior Court of New Jersey, Law Division, Cumberland County against Lyttle, Transforce, and Clarke Road Transport, Inc. (Clarke) (the Transforce lawsuit). The Firm assigned respondent to represent Lyttle and Transforce.

The discovery deadline in the Transforce lawsuit was June 23, 2018. Respondent failed to respond to any of Gaffney's discovery requests or to inform Transforce about the requests.

Gaffney also requested to depose Lyttle and a Clarke representative. The depositions were scheduled for May 4, 2018, and respondent was properly noticed. However, respondent failed to make Lyttle or a Clarke representative available to be deposed.

Thereafter, on May 8, 2018, Gaffney sent respondent a letter advising that, if he did not receive responses to his discovery requests and if the depositions were not rescheduled, Gaffney would file a motion with the court. On May 17, 2018, Gaffney sent an e-mail to respondent requesting that he contact him regarding his discovery and deposition requests, otherwise Gaffney would file a motion with the court. Despite receiving both the letter and the e-mail, respondent took no action. Consequently, on May 25, 2018, Gaffney filed a motion to strike the defendants' answer and to suppress the defenses of defendants for failing to provide discovery.

After terminating respondent's employment, the Firm filed a consent motion to extend the discovery deadline, which the court granted. Thereafter, the parties entered into a confidential settlement of the Transforce lawsuit, thus concluding the matter without any financial prejudice to Transforce.

The Michael's Store Matter

On October 24, 2016, Reno J. Ciccotta, Esq. filed a premises liability case on behalf of Joan A. Ernst against Michael's Stores, Inc. (Michael's), in the Philadelphia Court of Common Pleas (the Michael's lawsuit). The Firm represented Michael's and assigned respondent to handle the lawsuit.

Ciccotta requested answers to interrogatories and production of documents from respondent. Respondent failed to reply to Ciccotta's requests, resulting in Ciccotta filing a motion to compel answers and production of documents on April 7, 2017. On April 20, 2017, the court granted the motion to compel and directed that Michael's submit responses to the outstanding discovery requests within twenty days of the date of the order.

In the interim, Michael's authorized respondent to settle the lawsuit for $20,000. Despite Michael's directive, in November 2017, respondent entered into a verbal agreement with Ciccotta to settle the matter for $35,000 and did not advise Michael's of his actions.

On April 23, 2018, Ciccotta filed a motion for failure to deliver settlement funds of Richard A. Ernst, Executor of the Estate of Joan A. Ernst, Plaintiff. Respondent failed to advise Michael's of the motion. After terminating respondent's employment, the Firm notified Michael's of the motion as well as respondent's agreement with Michael's to settle the matter for $15,000 more

than it had authorized. The Firm agreed to pay the excess $15,000 that respondent was not authorized to offer.

The Pennsylvania Discipline

On June 1, 2020, respondent and the ODC filed the Joint Petition. Respondent admitted the facts as set forth above and stipulated that his misconduct in the Shah; Carcol; A1 Elegant; Best Ride; Awad; Rodriguez; Strollo; United Taxi; Acevedo; Walden; Gomes; Transforce; and Michael's matters constituted repeated violations of both the Pennsylvania Rules of Professional Conduct and the following New Jersey Rules of Professional Conduct: RPC 1.1(a); RPC 1.1(b); RPC 1.2(a); RPC 1.3; RPC 1.4(b); RPC 1.4(c); RPC 4.1(a)(1); RPC 8.4(c); and RPC 8.4(d).

In the Joint Petition, respondent and the ODC cited several mitigating factors that contributed to respondent's misconduct. Notably, respondent was diagnosed with depression and anxiety, as evidenced by documentation from his psychiatrist and therapist detailing his diagnosis and treatment. Notably, the ODC concluded that there was a causal link between respondent's psychiatric diagnoses and his misconduct. Respondent also cooperated with the ODC's investigation and exhibited remorse for his misconduct.

On June 25, 2020, the Supreme Court of Pennsylvania granted the Joint Petition and suspended respondent for three years, retroactive to his September 9, 2019 temporary suspension in that jurisdiction.

The OAE asserted that a one to two-year suspension was the appropriate quantum of reciprocal discipline for respondent's misconduct, relying primarily on In re Flynn, 194 N.J. 28 (2008), discussed below. The OAE contended that respondent demonstrated gross neglect; a pattern of neglect; failure to communicate with his clients; lack of diligence; and settled matters without the authorization of – or even notice to – his clients. The OAE acknowledged that, in mitigation, respondent has no ethics history; was remorseful and admitted his wrongdoing; cooperated with disciplinary authorities in Pennsylvania; and established a causal connection between his psychiatric diagnoses and his misconduct.

On November 24, 2020, respondent, through counsel, informed us that respondent did not oppose the OAE's motion or its recommended quantum of discipline.

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).

Notably, in respondent's Pennsylvania disciplinary proceedings, he stipulated to the facts of this case, to his violations of the relevant Pennsylvania and New Jersey RPCs, and to the quantum of discipline to be imposed in Pennsylvania.

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 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.

Subsection (E) applies in this matter because, pursuant to New Jersey precedent, respondent's unethical conduct warrants substantially different discipline. Based on respondent's admissions, we find that respondent's misconduct demonstrated gross neglect; a pattern of neglect; a failure to properly communicate with his clients; a failure to abide by his clients' decision; a lack of diligence; that he settled matters without authorization from his client; and that he knowingly made a false statement of material fact to a third party in six matters.

In sum, we find that respondent violated RPCs 1.1(a); 1.4(b); 1.4(c); and 8.4(d) in each of the thirteen matters; RPC 1.1(b) in all but two matters (Shah and A1 Elegant); RPC 1.2(a) in all but six matters (Awad, Strollo, United Taxi, Acevedo, Gomes, and Transforce); RPC 1.3 in all but four matters (Shah,

Carcol, A1 Elegant, and Walden); and RPCs 4.1(a)(1) and 8.4(c) in all but seven matters (Awad, Strollo, United Taxi, Acevedo, Walden, Gomes, and Transforce). The following chart sets forth respondent's violations:

	RPC 1.1(a)	RPC 1.1(b)	RPC 1.2(a)	RPC 1.3	RPC 1.4(b)	RPC 1.4(c)	RPC 4.1(a)(1)	RPC 8.4(c)	RPC 8.4(d)
Shah	X		X		X	X	X	X	X
Carcol	X	X	X		X	X	X	X	X
A1 Elegant	X		X		X	X	X	X	X
Best Ride	X	X	X	X	X	X	X	X	X
Awad	X	X		X	X	X			X
Rodriguez	X	X	X	X	X	X	X	X	X
Strollo	X	X		X	X	X			X
United Taxi	X	X		X	X	X			X
Acevedo	X	X		X	X	X			X
Walden	X	X	X		X	X			X
Gomes	X	X		X	X	X			X
Transforce	X	X		X	X	X			X
Michael's	X	X	X	X	X	X	X	X	X

In Flynn, the motion for reciprocal discipline matter mentioned above, we imposed a one-year suspension on an attorney whose misconduct spanned eight matters. In the Matter of Kevin John Flynn, DRB 07-241 (December 12, 2007) (slip op. at 2). Flynn represented Chase Manhattan Bank in individual cases involving claims totaling less than $25,000 each. Ibid. Flynn stipulated that he failed to communicate with his client; engaged in a pattern of neglect; settled five cases without his client's consent; failed to disclose those settlements to his client; and fabricated account records to cover up the unauthorized settlements.

Id. at 14. We noted that the New York tribunals found that respondent used his own money to pay the settlements. Id. at 7.

The OAE also relied on In re Marum, 157 N.J. 625 (1999) (attorney suspended for one year for serious misconduct in eleven matters, including lack of diligence; gross neglect; failure to communicate with clients; failure to explain the matter to clients in detail to allow them to make informed decisions about the representation; misrepresentation to clients and to his law partners; which included entering a fictitious trial date on the firm's trial diary; and pattern of neglect; the attorney also misrepresented to three clients that their matters had been settled and paid the bogus settlements with his own funds; the attorney's misconduct spanned a period of eleven years; in aggravation, the attorney had two prior admonitions, failed to recognize his mistakes, and attempted to assign blame to clients and courts) and In re Alterman, 126 N.J. 410 (1991) (two-year suspension for attorney who was overwhelmed during his successive employment with two multi-member law firms and neglected several matters; to conceal his inaction, the attorney misrepresented to his clients that the cases were proceeding apace, fabricated documents to mislead his supervisors and the clients that the matters were progressing normally, and misrepresented to a judge that he had authority to settle a suit on behalf of a client; in the last instance, when confronted by his superiors, the attorney denied

rumors that the matter had been settled and denied knowledge of the draft settlement agreement; he finally admitted his misconduct when his superiors threatened to contact his adversary; he also was found guilty of failure to withdraw from, or to decline, representation, practicing law while ineligible, and failure to cooperate with disciplinary authorities; in mitigation, the attorney testified that his work was unsupervised and that he suffered from psychological illness; although a causal link was found between the attorney's acts of misconduct and his psychological problems, the abominable nature of his behavior merited a two-year suspension).

Cases that involve ethics infractions similar to respondent's misconduct, in the same or approximate number of matters, and of comparable duration, generally result in suspensions of either six months or one year. See, e.g., In re LaVergne, 168 N.J. 410 (2001) (six-month suspension for attorney who mishandled eight client matters; the attorney lacked diligence in six of them; failed to communicate with his clients in five; grossly neglected four; and failed to turn over the file upon termination of the representation in three; in addition, in one of the matters, the attorney failed to notify medical providers that the cases had been settled and failed to pay their bills; in one other matter, the attorney misrepresented the status of the case to the client; the attorney also was guilty of a pattern of neglect and recordkeeping violations); In re Lester, 148

N.J. 86 (1997) (six-month suspension for attorney who displayed a lack of diligence; gross neglect; a pattern of neglect; and failed to communicate in six matters, failed to cooperate with the investigation of the grievances, and allowed the disciplinary matter to proceed as a default; in one of the matters, the attorney misrepresented, in a letter to his adversary, that the adversary's secretary had consented to extend the time to file the answer; the attorney had received a reprimand in 1990 and another reprimand in 1996); In re Brown, 167 N.J. 611 (2001) (in a default matter, one-year suspension for attorney who, as an associate in a law firm, mishandled twenty to thirty files by failing to conduct discovery, to file pleadings, motions and legal briefs, and to generally prepare for trials; the attorney also misrepresented the status of cases to his supervisors and misrepresented his whereabouts, when questioned by his supervisors, to conceal the status of matters entrusted to him; the attorney had a prior reprimand); In re Lawnick, 162 N.J. 113 (1999) (in a default matter, one-year suspension for attorney who agreed to represent clients in six matters and took no action, despite having accepted retainers in five of them; the attorney also failed to communicate with the clients and to cooperate with the investigation of the ethics grievances); and In re Herron, 140 N.J. 229 (1995) (one-year suspension for attorney who engaged in unethical conduct in seven matters; the attorney either grossly neglected them or failed to act with diligence; failed to

keep the clients informed of the progress of their matters and, in two cases, misrepresented their status to the clients; the attorney also failed to cooperate with disciplinary authorities by failing to reply to inquiries during the ethics investigation).

Here, respondent's behavior was similar to the misconduct addressed in Flynn, Marum, and Alterman. Specifically, while a partner at the Firm, respondent settled seven matters without the authorization of his clients; disregarded discovery deadlines in six matters; failed to notify his clients of hearings and adverse motions in nine matters; and made repeated misrepresentations to opposing counsel regarding his settlement authority.

However, unlike the attorneys in Flynn, Marum, and Alterman, who used their own funds to pay the settlements they improperly negotiated, respondent's unilateral decisions to settle cases for large, unauthorized amounts or to settle the cases at all, had financial consequences for the Firm and, in some cases, his client. Knight was forced to satisfy some of the settlements respondent had negotiated without its knowledge. Additionally, respondent's conduct wasted judicial resources by virtue of the motions his adversaries were forced to file in order to compel action by respondent, the hearings the court scheduled to ensure settlements were paid, and respondent's failure to attend court and arbitration hearings.

Additionally, the scope and breadth of respondent's misconduct was more egregious than the misconduct sanctioned in LaVergne, because not only did respondent fail to take action in many of the matters he was assigned, he misrepresented – either actively or by omission – the status of the respective litigation or his authority to settle matters, in thirteen different cases, over approximately two years.

In mitigation, respondent admitted his wrongdoing; was remorseful; cooperated with the Pennsylvania disciplinary investigation; and established a causal connection between his psychiatric diagnoses and his misconduct.

Based on the foregoing, and after balancing respondent's grievous ethics violations with the mitigating factors present in this case, we determine that a three-year, prospective suspension is the appropriate quantum of discipline for respondent's misconduct. Moreover, we condition his reinstatement on his provision to the OAE of proof of fitness to practice law, as attested to by a medical professional approved by the OAE.

Vice-Chair Singer and Members Boyer and Petrou voted for a two-year, prospective suspension with the same condition.

Member Campelo was absent.

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
Hon. Maurice J. Gallipoli, A.J.S.C. (Ret.),
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 Asher B. Chancey
Docket No. DRB 20-324

Argued: April 15, 2021

Decided: August 3, 2021

Disposition: Three-Year Suspension

Members	Three-Year Suspension	Two-Year Suspension	Absent
Gallipoli	X		
Singer		X	
Boyer		X	
Campelo			X
Hoberman	X		
Joseph	X		
Petrou		X	
Menaker	X		
Rivera	X		
Total:	5	3	1

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