

Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 21-089
District Docket No. XIV-2019-0499E

In the Matter of
Marc A. Spielberg
An Attorney at Law

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Decision

Decided: October 4, 2021

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

This matter was before us on a certification of the record filed by the Office of Attorney Ethics (the OAE), pursuant to R. 1:20-4(f)(2). The formal ethics complaint charged respondent with having violated RPC 1.4(b) (failure to communicate with a client); RPC 1.15(b) (failure to promptly deliver to the client or third person any funds the client or third person is entitled to receive); RPC 1.15(d) (failure to comply with the recordkeeping provisions of R. 1:21-

6); and RPC 8.1(b) (two instances – failure to cooperate with disciplinary authorities).

For the reasons set forth below, we determine to impose a reprimand, with conditions.

Respondent earned admission to the New Jersey bar in 1976. Until May 2017, when he relocated to Nevada, he maintained a practice of law in Barnegat Light, New Jersey. According to Court records, respondent is not admitted in Nevada or any other state.

Effective November 5, 2018, the Court declared respondent ineligible to practice law for failure to comply with New Jersey continuing legal education requirements.

Effective September 10, 2020, the Court temporarily suspended respondent for his failure to cooperate in the investigation underlying this matter. In re Spielberg, 243 N.J. 545 (2020).

Service of process was proper. On February 12, 2021, the OAE sent a copy of the formal ethics complaint, by certified and regular mail, to respondent's last known billing address. The regular mail was not returned. The certified mail was returned to the OAE, with notations indicating that the address was unknown and the mail could not be forwarded.

On March 26, 2021, the OAE sent a letter to respondent, by regular mail, informing him that, unless he filed a verified answer to the complaint within five days of the date of the letter, the allegations of the complaint would be deemed admitted, the record would be certified to us for the imposition of discipline, and the complaint would be deemed amended to charge a willful violation of RPC 8.1(b). The regular mail was not returned.

As of April 16, 2021, respondent had not filed an answer to the complaint, and the time within which he was required to do so had expired. Accordingly, the OAE certified this matter to us as a default.

We now turn to the allegations of the complaint.

Until May 2017, respondent was a solo practitioner, whose practice consisted of real estate, estate planning, and other matters. In May 2017, respondent closed his New Jersey practice and relocated to Las Vegas, Nevada.

On July 5, 2015, Brian and Melissa Singer made an offer to purchase a residence in Beach Haven, New Jersey (the Property) from Barbara and Marion Bradley. That same date, the Singers made a \$1,000 deposit, by check, to the escrow account of their realtor, the G. Anderson Agency (Anderson).

On July 30, 2015, the Singers retained respondent to assist them in their purchase of the Property. On August 10, 2015, the Singers paid a further deposit of \$4,000 to Anderson. The Singers authorized Anderson to transfer the total

deposit of \$5,000 to respondent. On September 11, 2015, Anderson disbursed \$5,000 by check payable to respondent's Attorney Trust Account (ATA).

On November 13, 2015, the parties agreed that the Singers would pay the sellers' attorney, Reginald Raban, Esq., an additional non-refundable deposit of \$5,000 to extend the closing date. In late March 2016, all parties signed an "Agreement Reinstating Contract of Sale," (the Agreement) which amended the purchase price to \$425,000 and documented the Singers' agreement to pay Raban an "additional deposit" of \$5,000 for the transaction.

Under the terms of the Agreement, the sellers had the option to cancel the transaction and keep \$5,000 of the total deposit funds if the sale did not close by April 22, 2016. Specifically, the agreement provided that:

2. The purchase price is amended to \$425,000. The additional deposit of \$5,000.00 paid by the buyers, which is in the possession of the attorney for the buyers, shall be forwarded to the attorney for the sellers to be deposited in the sellers' attorney's trust account.

3. In the event that the closing does not take place on or before April 22, 2016, sellers have the option to cancel the contract for the Property. If the sellers cancel the contract pursuant to this paragraph, the \$5,000.00 deposited in the sellers' attorney's trust account shall be released to the sellers.

[Ex.7.]¹

¹ "Ex." refers to the exhibits to the October 19, 2020 complaint.

Although both of the above paragraphs appear to relate to the “additional” \$5,000 given in consideration of the extension of the closing date, the Agreement failed to describe the status of the original \$5,000 deposit, which had been transferred to respondent on September 16, 2015. As of the date of the Agreement, respondent continued to hold the original \$5,000 deposit in his ATA.

On April 27, 2016, the Singers wired a second deposit of \$5,000 directly to Raban’s ATA. By spring 2017, the Singers still had not closed on the Property. Respondent advised the Singers that he intended to close his law practice in May 2017. Id. At the time of this discussion, Singer believed that respondent had already transferred the original \$5,000 deposit to Raban.

Separately and unrelated to his representation of the Singers, respondent was selected for a random audit, which occurred on November 2, 2016. At that time, respondent’s ATA records and three-way reconciliations failed to identify that he was holding \$5,000 for the Singers, or that he had an overage of \$5,000 in his ATA. As part of that audit, respondent received a December 9, 2015 notice from the Chief of the OAE’s Random Audit Program that his client ledger sheets were not fully descriptive, in violation of R. 1:21-6(c)(1)(B). The Chief likewise advised respondent that he had inactive trust ledger balances in his ATA for an extended period, in violation of R. 1:21-6(d). On January 6, 2017, respondent

replied in writing to indicate that he had corrected the deficiencies, including his representation that:

I have reached out to two clients whose funds I have been holding and have advised them that if they cannot determine how the money is to be distributed amongst them, I will have to pay the money into Court. I gave them 30 days to make that decision.

[Ex.23.]

Despite his representation, respondent did not correctly resolve his outstanding ATA balances, as later became apparent in the Singer investigation.

On April 6, 2017, respondent sent Brian Singer an e-mail in which he reiterated his intention to close his practice and proposed the transfer of the file to a different attorney:

As I had advised you, I spoke with Kristen Neumann regarding transferring your file to her. I gave her a brief rundown of the history of your deal and she is willing to take this on for you. I am hoping to give her your file when I see her at a closing tomorrow. I will note [sic.] be retaining a copy. Her phone number is [intentionally omitted]. Please give her a call next week just so that the two of you can connect. Good luck with this.

[Ex.9.]

Respondent gave his entire original Singer file to Neumann and did not retain a copy.

Neumann reviewed the file after receiving it from respondent. After her review, Neumann called Singer to advise that she was not interested in handling

the matter, because litigation might be necessary to enforce the contract of sale. In July 2017, the Singers retained Eric P. LeBoeuf, Esq., to represent them in the real estate transaction and any necessary litigation. LeBoeuf obtained the original file from Neumann.

Meanwhile, James Raban, Esq., took over the representation of the sellers from his father, Reginald. The transaction proceeded, and the parties set a July 3, 2018 closing date. On or shortly before the real estate closing, James Raban told the Singers and LeBoeuf that he had confirmed that the only deposit his firm received was the \$5,000 payment wired directly by Singer to the firm on April 27, 2016. Unable to gain further insight into the location of their funds, the Singers were forced to advance an additional \$5,000 on the day of the closing to purchase the Property as scheduled.

On July 3, 2018 and afterwards, Brian Singer placed telephone calls to respondent's mobile phone seeking the funds and left messages for respondent to call him back. Respondent did not return Singer's calls.

Despite not having been retained for the purpose, LeBoeuf also made efforts after the closing to assist the Singers to recover their funds. Particularly, LeBoeuf reviewed the original file, checked his own ATA, and asked both Neumann and Raban to check their records. In 2018, LeBoeuf also sent an e-mail to respondent at his former business e-mail to inquire after the funds and

received no response.

LeBoeuf also contacted Robert Kiss, respondent's friend, and asked him to reach out to respondent concerning the missing \$5,000. Kiss was able to speak with respondent, who told him that he remembered receiving the \$5,000, but asserted that it had been sent to Raban "as part of the agreements to get the contract back in place." Kiss related his conversation with respondent to LeBoeuf.

LeBoeuf's last action on behalf of the Singers was to send a May 11, 2020 e-mail entitled "Brian Singer Deposit" to respondent, James Raban, and Kiss, in which he described his efforts to locate the Singers' \$5,000. LeBoeuf's e-mail observed that, "[a]t some point in the process of the first iteration of the contract Anderson paid the money over to [respondent's] trust account in anticipation of closing. As we know, that closing did not take place." After summarizing his research, LeBoeuf also requested:

My client is growing impatient with my [in]ability to find his money and I know everyone has taken the time to look into their records, but the money has to be somewhere. At this point I think I have to ask [respondent], through Bob, to check actual trust ledgers from 2015 and 2016 on this file. It looks like [respondent's] file number is 21215 if that helps at all.

If [respondent] can provide the ledger for the file we should be able to track the money after it went into his account from Anderson Agency. And if there is a check payable to the Raban trust account from there, at least

it will be target for Jim to check his records again, and then we can figure out if that check cleared. If it cleared, Jim has it somewhere. If it didn't, [respondent] has it somewhere.

I would hope those are the only two outcomes. We need to resolve this as soon as possible though. I do appreciate everyone's time, but I have to ask for more – and for answers to this as soon as possible.

[Ex.11.]

Respondent did not reply to that e-mail.

The Singers then retained Gary Goldstein, Esq. to assist with the recovery of their missing \$5,000 deposit and paid him \$600 toward the representation. Goldstein assisted the Singers in preparing a letter to the New Jersey Lawyers' Fund for Client Protection (the CPF). The CPF referred the Singers' August 7, 2019 letter to the OAE on August 15, 2019. The OAE docketed the matter for investigation on September 27, 2019.

On October 29, 2019, the OAE provided respondent with a copy of the grievance and requested his reply. The OAE staff spoke to respondent by telephone on November 7, 2019. Respondent told the OAE that, on the day of their call, he had checked his ATA ledger for the Singer matter, and that it reflected a \$5,000 payment to Raban on November 2, 2015. Respondent also admitted that he no longer had any bank records in his possession and had not retained a copy of the Singers' file.

In his letter reply to the grievance dated November 8, 2019, respondent reiterated those admissions and claims, provided a copy of his ledger card for Singer, and also provided proof that he had requested his ATA records from Bank of America. Respondent's two-line ledger card for Singer indicated that he had wired \$5,000 to Raban's trust account on November 2, 2015.

The OAE subsequently reviewed respondent's bank records. Those records confirmed that respondent had deposited Anderson's \$5,000 cashier's check on September 16, 2015. However, respondent did not wire \$5,000 to Raban from his ATA on November 2, 2015. Thus, the Singer ledger card was inaccurate, was incorrectly closed out before the trust funds were disbursed, and should have remained open both at the time of the 2016 audit and during the Singer investigation.

On January 7, 2020, the OAE contacted respondent to discuss the discrepancy between his ledger card and his ATA records. During that conversation, respondent conceded that, upon his independent review of his ATA records, he realized that he had not wired the funds to Raban. However, respondent told the OAE that he withdrew \$5,000 from his ATA in December 2019, had purchased a bank check, and sent that check to the Singers via return receipt mail. He also mentioned that he continued to hold \$20,000 in his ATA for an outstanding tidelands claim, but planned on sending the money to an

unspecified title agency.

The OAE's review of respondent's November 2019 ATA records confirmed his issuance of an ATA check for \$5,020, payable to Bank of America, for purchase of a counter check on November 29, 2019. The review also showed that, as of November 2019, \$37,213.90, not \$20,000, remained in respondent's ATA after the \$5,020 check cleared.

On January 9, 2020, the OAE transmitted a letter to respondent directing that he provide, by January 31, 2020:

1. An accounting for what happened to the \$5,000 deposit for the Singer real estate transaction, originally deposited into the ATA on September 16, 2015;
2. Proof that you issued a cashier's check from the bank for \$5,000 in 2019 and sent it to Mr. and Mrs. Singer;
3. Any cover letters or other correspondence you sent to Mr. and Mrs. Singer or anyone else involved in this real estate transaction regarding the \$5,000 reimbursement to Mr. and Mrs. Singer in 2019;
4. Proof that the Singers received the \$5,000 cashier's check you sent to them in 2019;
5. An identification of all funds you were holding in the ATA at the time you closed your practice on or about May 25, 2017 along with a description of why these funds were being held;
6. The name of the individual who made the tidelands claim and the name of the title agency who is

taking over the claim;

7. Any documents or other records pertaining to the tidelands claim;
8. Three-way reconciliations from January 2015 through present; and
9. ATA receipts and disbursements journals from January 2015 – present.

[C¶¶72-73;Ex18.]²

On February 3, 2020, respondent transmitted a single page displaying the return receipt card for the cashier's check that he had sent to Brian Singer on November 29, 2019. He otherwise provided no reply and no other documents to the OAE.

On March 5, 2020, the OAE sent a follow-up letter to respondent directing him to provide the balance of the materials required in its January 9, 2020 letter on or before March 31, 2020. On March 27, 2020, the OAE called respondent's cellular phone and left a message directing him to return the call to discuss the January 9, 2020 and March 5, 2020 letters. The OAE received no reply.

On May 15, 2020, the OAE transmitted another letter, by certified mail, regular mail, and e-mail, directing respondent to appear via teleconference for a May 28, 2020 demand audit. On May 27, 2020, the OAE left a voicemail on respondent's cellular phone requesting that he call and confirm that he would be

² "C" refers to the complaint, dated October 19, 2020.

attending the demand interview scheduled for the next day. On May 28, 2020, the OAE called respondent on his cellular phone to conduct the scheduled demand interview. When respondent did not answer, the OAE left a voicemail message asking him to return the call. Respondent neither participated in the demand audit nor returned the missed calls.

Due to respondent's non-cooperation, the OAE was unable to ascertain why respondent did not transfer the \$5,000 he was holding for the Singers to Raban before he withdrew as their counsel; how he did not discover that he was holding an extra \$5,000 in his ATA during the 2016 random audit or in May 2017 when he closed his practice; why he chose to repay the Singers \$5,000 from his ATA in December 2019; and whether that reimbursement intruded upon the "tidelands claim" or other unidentified client trust funds. Further, the OAE was unable to ascertain whether respondent possessed his client or clients' authority to hold the additional \$37,213.90 in ATA funds that he continued to retain as of January 2020.

The OAE concluded that respondent had not been conducting monthly three-way reconciliations of his ATA as required by R. 1:21-6(c)((1)(H), or he would have discovered his retention of the \$5,000. The OAE likewise determined that he had maintained inactive trust ledger balances in violation of R. 1:21-6(d), made erroneous entries on the Singer ledger card in violation of R.

1:21-6(c)(1)(B), and failed to maintain required bookkeeping records for seven years, as required by R. 1:21-6(d).

On April 7, 2020, Brian Singer confirmed that he had received the November 29, 2019 \$5,000 bank check from respondent. Effective September 10, 2020, and upon the OAE's motion, the Court temporarily suspended respondent for his non-cooperation in the investigation of this matter.

Based on the above facts, the complaint charged respondent with having violated RPC 1.4(b); RPC 1.15(b); RPC 1.15(d); and RPC 8.1(b) (two instances).

We find that the facts recited in the complaint support all the charges of unethical conduct. Respondent's failure to file an answer to the complaint is deemed an admission that the allegations of the complaint are true and that they provide a sufficient basis for the imposition of discipline. See R. 1:20-4(f)(1).

Specifically, the record supports the allegations that respondent violated RPC 1.4(b); RPC 1.15(b); RPC 1.15(d); and RPC 8.1(b) (two instances). Essentially, respondent "retired" in May 2017 without filing a certification of retirement with the CPF, which would have reminded him of his ongoing recordkeeping duties. Worse, after making significant recordkeeping errors while in active practice, he closed his practice while still holding \$42,213.90 in client funds in his ATA. When the absence of the Singer funds was called to his

attention, respondent did not meaningfully address it, failing to communicate not only with his clients, but with fellow attorneys who were trying to achieve a financial resolution on their behalf. Finally, when the Singers' grievance prompted investigation by the OAE, respondent's replies were brief, incomplete, and fell far short of the cooperation required of a member of our bar.

As a result, respondent violated RPC 1.4(b) by failing to reply to calls from Brian Singer or LeBoeuf's 2018 e-mails regarding the missing \$5,000.

Respondent violated RPC 1.15(b) by failing to promptly deliver the Singers' \$5,000 deposit to the sellers' attorney, Raban. Notably, as a result of respondent's failure to respond completely to the grievance and investigation, the OAE was not able to determine whether respondent held those funds inviolate over the period September 11, 2015 until their ultimate disbursement on November 29, 2019, as was his obligation. That late disbursement was prompted by OAE's investigation, and occurred sixteen months after the Singers' closing, and thirty months after respondent announced to the Singers that he would be transferring their file and wished them good luck.

Further, respondent violated RPC 1.15(d) by failing to comply with the recordkeeping requirements of R. 1:21-6. Particularly, respondent failed to maintain his required records for seven years, including copies of his bank statements and wire transfer instructions, in violation of R. 1:21-6(c)(1)(B);

failed to perform ATA three-way reconciliations, in violation of R. 1:21-6(c)(1)(H); failed to resolve inactive trust ledger balances in his ATA, in violation of R. 1:21-6(d); and made incorrect entries on the Singer ledger card, in violation of R. 1:21-6(c)(1)(B).

Finally, respondent violated RPC 8.1(b) in two respects. First, he failed to completely reply to the OAE's written requests for information dated January 9 and March 5, 2020. Particularly, he partially replied to paragraph four of the documentary demand by submitting a single page showing proof of a certified mailing to Singer. He was otherwise non-responsive. This "partial cooperation" was insufficient. He also failed to appear for the May 28, 2020 demand interview. Second, he failed to file an answer to the January 27, 2021 complaint.

In sum, we find that respondent violated RPC 1.4(b); RPC 1.15(b); RPC 1.15(d); and RPC 8.1(b) (two instances). The sole issue left for our determination is the appropriate quantum of discipline.

Attorneys who fail to adequately communicate with their clients in violation of RPC 1.4(b) and lack a disciplinary record typically are admonished. See, e.g., In the Matter of Cynthia A. Matheke, DRB 13-353 (July 17, 2014) (attorney violated RPC 1.4(b) and (c) by failing to advise her client about "virtually every important event" in the client's malpractice case between 2006 and 2010, including the dismissal of her complaint) and In the Matter of Sean

Lawrence Branigan, DRB 14-088 (June 23, 2014) (attorney failed to send the client an invoice for the time spent on her matrimonial case and ignored her e-mail and telephone calls seeking an accounting of the work he had performed and the amount she owed, a violation of RPC 1.4(b); we considered that the attorney had an unblemished record in fourteen years at the bar and that the matter seemed to be an isolated event that may have been exacerbated by the confluence of several random events, including the flooding to his office, in the wake of hurricane Irene, the hacking of his e-mail system, and the fact that his firm was undergoing a change of the program and process to track and bill for its time).

An attorney's violation of RPC 1.15(b) usually results in the imposition of an admonition, even if accompanied by other infractions. See In the Matter of Brian Fowler, DRB 12-036 (April 27, 2012) (admonition; after the attorney had been retained to represent an estate, he was to collect funds due on a note given to the estate; for a three-year period, he collected the funds, but failed to deposit at least nineteen checks and did not supply a required accounting; he also failed to reply to more than a dozen inquiries from the client about the funds; violations of RPC 1.4(b) and RPC 1.15(b); the attorney's psychological difficulties, which had impeded his ability to represent his clients, were considered in mitigation; although the attorney had received two prior

admonitions, an admonition was still imposed, in light of the mitigating factors) and In the Matters of Raymond Armour, DRB 11-451, DRB 11-452, and DRB 11-453 (March 19, 2012) (admonition imposed on attorney who, in three personal injury matters, neither promptly notified his clients of his receipt of settlement funds nor promptly disbursed their share of the funds; the attorney also failed to properly communicate with the clients; we considered that the attorney had no prior discipline).

Regarding respondent's violation of RPC 1.15(d), recordkeeping irregularities ordinarily are met with an admonition where they have not caused a negligent misappropriation of clients' funds. See, e.g., In the Matter of Andrew M. Newman, DRB 18-153 (July 23, 2018) (attorney failed to maintain trust or business account cash receipts and disbursements journals, proper monthly trust account three-way reconciliations, and proper trust and business account check images); In the Matter of Eric Salzman, DRB 15-064 (May 27, 2015) (after an overdraft in the attorney trust account, an OAE demand audit revealed that the attorney (1) did not maintain trust or business receipts or disbursements journals, or client ledger cards; (2) made disbursements from the trust account against uncollected funds; (3) withdrew cash from the trust account; (4) did not properly designate the trust account; and (5) did not maintain a business account, in violation of RPC 1.15(d) and R. 1:21-6); and In the Matter of Leonard S. Miller,

DRB 14-178 (September 23, 2014) (after the attorney made electronic transfers from his IOLTA account to cover overdrafts in his attorney business account, a demand audit uncovered several recordkeeping deficiencies: (1) errors in information recorded in client ledgers; (2) lack of fully descriptive client ledgers; (3) lack of running balances for individual clients on the clients' ledgers; (4) failure to promptly remove earned fees from the trust account; and (5) failure to perform monthly three-way reconciliation, in violation of RPC 1.15(d) and R. 1:21-6).

Even in the absence of a negligent misappropriation, however, a reprimand may be imposed if the attorney has failed to correct recordkeeping deficiencies that had been brought to his or her attention previously. See, e.g., In re Abdellah, 241 N.J. 98 (2020) (reprimand for attorney who should have been mindful of his recordkeeping obligations based on a “prior interaction” with the OAE in connection with his recordkeeping practices that had not led to an allegation of unethical conduct) and In re Conroy, 185 N.J. 277 (2005) (reprimand for attorney who had been the subject of a prior random audit during which recordkeeping deficiencies had been revealed; we determined that the attorney should have been more mindful of his recordkeeping obligations).

Finally, admonitions typically are imposed for failure to cooperate with disciplinary authorities if the attorney does not have an ethics history. See, e.g.,

In the Matter of Michael C. Dawson, DRB 15-242 (October 20, 2015) (attorney failed to reply to repeated requests for information from the district ethics committee investigator regarding his representation of a client in three criminal defense matters, a violation of RPC 8.1(b)); In re Gleason, 220 N.J. 350 (2015) (attorney did not file an answer to the formal ethics complaint and ignored the district ethics committee investigator's multiple attempts to obtain a copy of his client's file, a violation of RPC 8.1(b); the attorney also failed to inform his client that a planning board had dismissed his land use application, a violation of RPC 1.4(b); and In the Matter of Raymond A. Oliver, DRB 12-232 (November 27, 2012) (attorney failed to submit a written, formal reply to the grievance and a copy of the filed pleadings in the underlying case, despite repeated assurances that he would do so, a violation of RPC 8.1(b)).

Here, consistent with Conroy and Abdellah, the baseline for respondent's misconduct is a reprimand. His recordkeeping deficiencies previously had been identified in the 2016 random audit, including his retention of unidentified trust fund balances, which he failed to resolve in the intervening five years. As a result of his non-cooperation, the OAE was not able to ascertain by clear and convincing evidence whether a negligent misappropriation of client funds had occurred. Particularly, as of the date of the complaint, the OAE was unable to identify which of respondent's clients' funds, if any, were invaded by

respondent's November 29, 2019 reimbursement of the Singers' \$5,000 from his ATA. Essentially, respondent should not derive a presumption of non-invasion of client funds from his refusal to cooperate from this investigation, and the baseline discipline should, therefore, be a reprimand rather than an admonition. However, in crafting the appropriate discipline, we also consider aggravating and mitigating factors.

In mitigation, respondent has no disciplinary history in his nearly forty-five years at bar. In re Convery, 166 N.J. 298, 308 (2001).

In aggravation, respondent was apprised of his unidentified trust fund balances during the 2016 random audit and failed to remediate them, despite opportunities to do so. In re Silber, 100 N.J. 517 (1985) (finding as an aggravating factor that “[r]espondent deliberately failed to take proper action although he had several opportunities to do so”). In further aggravation, we weighed the default status of this matter. “[A] respondent’s default or failure to cooperate with the investigative authorities acts as an aggravating factor, which is sufficient to permit a penalty that would otherwise be appropriate to be further enhanced.” In re Kivler, 193 N.J. 332, 342 (2008) (citations omitted).

On balance, we determine that a reprimand is the quantum of discipline necessary to protect the public and preserve confidence in the bar.


We further direct respondent to provide written proof, within sixty days of the date of the Court's Order in this matter, that he has disbursed to clients the \$37,213.90 balance remaining in his ATA, or, alternatively, provide to the OAE proof that he previously so disbursed. Respondent must also provide written proof that unidentified client trust funds, if any, have been deposited with the Superior Court Trust Fund Unit.

We further determine to require respondent, within sixty days of the date of the Court's Order, to either cure his CPF ineligibility or, alternatively, file a certification of retirement with the CPF.

Chair Gallipoli and Member Menaker voted to impose a censure, with the same conditions.

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: 

Johanna Barba Jones
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Marc A. Spielberg
Docket No. DRB 21-089

Decided: October 4, 2021

Disposition: Reprimand

<i>Members</i>	Reprimand	Censure
Gallipoli		X
Singer	X	
Boyer	X	
Campelo	X	
Hoberman	X	
Joseph	X	
Menaker	X	
Petrou		X
Rivera	X	
Total:	7	2



Johanna Barba Jones
Chief Counsel