

SUPREME COURT OF NEW JERSEY  
DISCIPLINARY REVIEW BOARD  
Docket No. DRB 23-204  
District Docket Nos. IIIB-2022-0900E  
and XIV-2021-0204E

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In the Matter of Mary Elizabeth Lenti  
An Attorney at Law

Argued  
November 16, 2023

Decided  
February 23, 2024

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Darrell M. Felsenstein appeared on behalf of  
the Office of Attorney Ethics.

Respondent appeared pro se.

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## Table of Contents

Introduction.....	1
Facts.....	3
The DEC’s Findings .....	12
The Parties’ Positions Before the Board.....	13
Analysis and Discipline .....	14
Violations of the Rules of Professional Conduct.....	14
Conclusion .....	22

## **Introduction**

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

This matter was before us on a recommendation for a censure filed by the District IIIB Ethics Committee (the DEC). The formal ethics complaint charged respondent with having violated RPC 8.1(b) (failing to cooperate with disciplinary authorities).

For the reasons set forth below, we determine to dismiss the charge against respondent.

Respondent earned admission to the New Jersey bar in 2012 and to the Pennsylvania bar in 2011. During the relevant timeframe, she maintained a practice of law in Mount Holly, New Jersey.

On April 1, 2022, the Court censured respondent, in consolidated disciplinary matters, for her misconduct encompassing five client matters spanning 2017 and 2018. In re Lenti, 250 N.J. 292 (2022) (Lenti I).

In the first client matter, respondent misrepresented to her client, in a matrimonial matter, the dates in which she had filed the client's complaint for divorce and a proposed amended judgment for divorce In the Matter of Mary Elizabeth Lenti, DRB 20-260 and 20-273 (June 30, 2021) at 3-4, 30-31. Additionally, respondent failed to file an emergent motion to compel the listing

for sale of the client's marital residence, which faced an impending threat of foreclosure. Id. at 5-6. Finally, respondent misrepresented to the DEC that her office had prepared and submitted the emergent motion to the Superior Court, despite having neither drafted nor filed that motion. Id. at 30.

In the second client matter, respondent failed to communicate with a client, in a complex probate matter, and made little progress in resolving the matter before her client had terminated the representation Id. at 19, 29.

In the third client matter, respondent failed, for approximately one year, to file the necessary pleadings in connection with her client's matrimonial matter. Id. at 19-20, 29. During that timeframe, respondent also failed to reply to her client's repeated inquiries regarding the status of her matter. Ibid.

In the fourth client matter, respondent failed, for approximately five months, to file an application for custody and parenting time on behalf of her client. Id. at 20-21. Respondent also conceded that her untimely application was "poorly prepared" and, thus, "insufficient." Ibid.

In the final client matter, respondent failed to communicate with her client "sufficiently and honestly" regarding his complex matrimonial and annulment matter. Id. at 21-22. Additionally, rather than take an active role to rectify any issues in the complex matter, respondent improperly relied on her paralegal to

handle the matter, without supervision, resulting in a delay of the case and the ultimate dismissal of the pleadings. Id. at 22.

In determining that a censure was the appropriate quantum of discipline, we weighed, in aggravation, the fact that respondent's misconduct resulted in the unnecessary delay of at least two client matters and the dismissal – and potential extinguishment – of at least one client's claims. Id. at 40. Moreover, respondent failed to provide a \$1,250 refund to one of her clients. Ibid. However, in mitigation, we weighed respondent's then lack of prior discipline; sincere remorse and contrition; prompt admission and apology for her misconduct; and the fact that she, eventually, engaged a family law attorney to help her review and advance her outstanding family law cases. Id. at 40-41.

The Court agreed with our recommended discipline but required that respondent refund her \$1,250 legal fee to her client within sixty days of the Court's Order. Lenti, 250 N.J. 292.

### **Facts**

The facts of this matter are undisputed.

Between September 9, 2017 and March 19, 2020, respondent and James K. Grace, Esq., operated a practice of law, via a limited liability company, using the tradename "Grace & Lenti Attorneys at Law, LLC," (the Grace & Lenti law

firm) which maintained an office in Mount Holly, New Jersey. Since March 19, 2020, respondent has continued operating her practice of law, also via a limited liability company, using the tradename “The Lenti Law Firm, LLC,” which maintains the same Mount Holly office address. R. 1:21-1B(a)(4) requires attorneys, like respondent, to maintain professional liability insurance if they practice law via a limited liability company. Moreover, R. 1:21-1B(b) requires such attorneys to provide the Clerk of the Court with a certificate of insurance within thirty days of filing a certificate of formation of their limited liability company.

On January 15, 2021, a paralegal from the law firm Maselli Warren, P.C., sent the Court Clerk’s Office an e-mail, noting that Maselli Warren was representing a client in connection with a litigation matter involving the Grace & Lenti law firm. The paralegal requested that the Clerk’s Office provide a copy of the certificate of insurance for the Grace & Lenti law firm. Later that same date, the Clerk’s Office replied to the paralegal, stating that it had no record of the required certificate of insurance for the Grace & Lenti law firm.

On January 22, 2021, the Clerk’s Office sent respondent a letter requesting that she provide the required certificates of insurance for both the Lenti and the Grace & Lenti law firms. The Clerk’s Office advised respondent that, if she failed to provide the required certificates within fourteen days, it would notify

the Office of Attorney Ethics (the OAE) of her non-compliance. Respondent failed to reply.

On March 5, 2021, the Clerk's Office sent respondent a second letter, again requesting that she provide the required certificates of insurance. Respondent again failed to reply.

In her verified answer, respondent claimed that she had "no excuse" for failing to reply to the "first two requests" by the Clerk's Office for her certificates of insurance. During the ethics hearing, respondent claimed that, upon receiving the correspondence from the Clerk's Office, she "put it on [her] secretary's desk and somewhat put [her] head in the sand about it." Respondent also claimed that she "carelessly . . . kept putting . . . off" replying to the Clerk's Office's inquiries.

On May 19, 2021, the Clerk's Office spoke, via telephone, with respondent, who claimed that she would provide the Court with five years of certificates of insurance. In her verified answer and in her August 6, 2021 letter to the OAE, respondent claimed that, during that telephone conversation, the Clerk's Office had informed her that her certificates of insurance could be sent to the Clerk's Office, via e-mail, to its "general mailbox."

Five days later, on May 24, 2021, the Clerk's Office sent respondent a third letter reiterating its request for her certificates of insurance.

On June 2, 2021, respondent attempted to send the Clerk's Office an e-mail attaching proof of her professional liability insurance. Respondent, however, misspelled the Clerk's Office e-mail address in her attempted message to the Court.

In her verified answer, respondent claimed that she "was unaware that" her attempted June 2 submission to the Clerk's Office "was deficient." Respondent also claimed that "[a]t one point," she had sent her "entire insurance policy to the Administrative Office of the Courts" (the AOC), "ignorant that it was supposed to go to the Supreme Court." Respondent maintained that her correspondence was "later returned" to her and that she took "no further action" to ensure that the Clerk's Office had received her certificates of insurance.

On June 25, 2021, having received no reply from respondent, the Clerk's Office referred the matter to the OAE for investigation.

On July 16, 2021, the OAE sent respondent a letter requiring that she provide a written reply to the Clerk's Office's referral letter by July 30, 2021. During the ethics hearing, respondent maintained that she did not "p[ay] heed to this matter" until she received the OAE's July 16, 2021 correspondence.

On August 6, 2021, respondent sent the OAE a letter describing her May 19, 2021 telephone conversation with the Clerk's Office and attaching the June 2, 2021 e-mail that she had attempted to send to the Clerk's Office providing



proof of her professional liability insurance coverage.<sup>1</sup> Respondent also provided the OAE a “renewal quotation” from an insurance company for the Lenti law firm’s continued professional liability insurance for the March 2021 through March 2022 coverage period.

On September 9, 2021, the OAE sent respondent an e-mail stating that her August 6 correspondence contained only a “quotation for insurance” and not a certificate of insurance. Consequently, the OAE directed respondent to submit a “valid” certificate of insurance, as R. 1:21-1B requires.

One week later, on September 16, 2021, respondent sent the OAE an e-mail attaching a copy of the Lenti law firm’s entire professional liability insurance policy, which spanned a March 2021 through March 2022 coverage period.

On October 4, 2021, the OAE sent respondent a letter directing that she provide “valid certificates of insurance” by October 14. In its letter, the OAE noted that her September 16 submission containing her “declaration[s] page” was insufficient.

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<sup>1</sup> It appears, based on respondent’s August 6, 2021 letter to the OAE, that she held a genuine belief that the Clerk’s Office had received her June 2, 2021 e-mail in which she had misspelled the Court’s e-mail address. Consequently, it appears that respondent was wholly unaware that she had misspelled the Court’s e-mail address.

On October 14, 2021, respondent sent the OAE an e-mail, attaching copies of her certificates of insurance for the Lenti law firm, demonstrating that she possessed the required professional liability insurance from March 2020 through March 2022. In its formal ethics complaint, the OAE alleged that respondent had provided “deficient copies of her certificates,” without explaining the nature of the deficiency.

On November 22, 2021, following an October 29, 2021 demand interview, the OAE sent respondent a letter directing that she provide, by November 30, (1) a revised certificate of insurance for the Lenti law firm “covering the correct time period for the law firm;” (2) documentation demonstrating the timeframe during which she operated the Grace & Lenti law firm; (3) a certificate of insurance for the Grace & Lenti law firm covering the timeframe during which she operated the law firm; (4) a copy of her “letter” to the Clerk’s Office; and (5) a copy of “the returned mail” demonstrating that she had attempted to reply to the Clerk’s Office’s inquiries. Following its November 22, 2021 letter, the OAE granted respondent a one-week extension, until December 7, to provide the required documents.

On December 14, 2021, one week after the December 7 deadline, the OAE sent respondent an e-mail again directing that she provide the requested documents. Later on December 14, respondent sent the OAE an e-mail claiming

that she was compiling the required documents and inquiring whether “the below [would] be acceptable as proof of when the insurance changed from Grace [&] Lenti to [t]he Lenti [l]aw [f]irm?”<sup>2</sup>

On December 15, 2021, the OAE sent respondent a reply e-mail, again directing her to submit the materials requested in its November 22 letter.

The next day, on December 16, 2021, respondent sent the OAE an e-mail and a letter attempting to comply with its November 22 correspondence.

In her e-mail and letter, respondent claimed that she had provided the required certificates of insurance for the 2016 through 2019 coverage years, when she operated the Grace & Lenti law firm, and for the 2020 through 2021 coverage years, when she began operating the Lenti law firm. Respondent, however, only provided two relevant certificates of insurance, which demonstrated that the Grace & Lenti law firm possessed the required professional liability insurance from September 2017 through September 2018 and that the Lenti law firm possessed such insurance from March 2021 through March 2022.

Additionally, respondent provided a business registration certificate demonstrating that, in January 2021, she had registered the Lenti law firm as a

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<sup>2</sup> The material respondent claimed was “below” her e-mail message was not included in the record before us.

limited liability company in New Jersey. Also in her December 16 e-mail, respondent advised the OAE that she was unable to locate a “return envelope” in connection with her purported prior attempt to send the certificates of insurance to the Clerk’s Office or to the AOC.

On December 27, 2021, respondent, in reply to a voicemail message from the OAE,<sup>3</sup> sent the OAE an e-mail claiming that she had contacted her insurance agent “for the requested documents.”

Three days later, on December 30, 2021, respondent provided the OAE and the Clerk’s Office all required certificates of insurance for the Grace & Lenti and Lenti law firms. The certificates of insurance demonstrated that respondent’s law firms continuously possessed the required professional liability insurance coverage from September 2017 through March 2022.

The formal ethics complaint charged respondent with having violated RPC 8.1(b) based on the theory that, “on multiple occasions, [r]espondent failed to cooperate with the OAE and, in fact, ignored the requests of the [Clerk’s Office] for copies of the required certificates of insurance.”

In her verified answer and during the ethics hearing, respondent admitted each allegation contained in the formal ethics complaint and apologized to the OAE for expending disciplinary resources in connection with a matter which

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<sup>3</sup> The content of the OAE’s voicemail message is unclear based on the record before us.

she claimed could “easily” have “been . . . handled had [she] just put a modicum of effort towards it.” Respondent also claimed that, although she continuously had the required professional liability insurance coverage since 2012, she was unaware that she was required to provide certificates of insurance to the Clerk’s Office, pursuant to R. 1:21-1B(b).

Additionally, respondent apologized that the documents she had provided to the OAE “were repeatedly deficient, as [she] was not looking to prolong the matter or mislead the OAE.” Respondent emphasized that, although she “was sending the documents, they were . . . not the documents the OAE was looking for.” Respondent also alleged that, when she “knew exactly what needed to be provided, [she] contacted [her] insurance provider and” obtained the certificates of insurance “for the applicable years.” Respondent characterized her actions as “careless” and “negligent behavior” for which she had “no excuse.”

In its presentation during the ethics hearing and in its summation brief to the DEC, the OAE alleged that respondent violated RPC 8.1(b) by engaging in “partial” or “attempted cooperation.” Specifically, the OAE maintained that respondent failed to reply to the Clerk’s Office’s inquiries and provided the OAE with only “incomplete and partial information which did not comply with [r]espondent’s obligations.” The OAE noted that respondent did not provide “the correct documentation” until December 30, 2021 – approximately one year after

the Clerk's Office first had requested respondent's certificates of insurance and after multiple requests by the OAE.

### **The DEC's Findings**

In finding that respondent violated RPC 8.1(b) by clear and convincing evidence, the DEC emphasized that an attorney's cooperation "that falls short of the full cooperation required by the Rules" constitutes unethical conduct. The DEC found that respondent failed to reply to the Clerk's Office's inquiries regarding her professional liability insurance certificates. The DEC also observed that respondent failed to reply to the OAE's July 16, 2021 referral letter until August 6, 2021, one week after the OAE's July 30 deadline. Similarly, the DEC found that respondent's August 6, 2021 letter to the OAE constituted her first reply either to the Clerk's Office or to the OAE concerning their inquiries regarding her professional liability insurance certificates. Finally, the DEC found that respondent failed to provide the required certificates of insurance to the OAE until December 30, 2021, almost one year after the Clerk's Office's initial January 2021 inquiry.

In recommending the imposition of a censure, the DEC weighed, in mitigation, respondent's prompt admission of wrongdoing and her remorse and contrition. The DEC also noted that respondent did not appear to have

“stonewall[ed] the investigation” to conceal any lack of professional liability insurance. Rather, the DEC took respondent “at her word that her failure to cooperate was caused by her ‘carelessness.’”

However, the DEC weighed, in aggravation, respondent’s 2022 censure, in Lenti I, which partly involved her misrepresentations to disciplinary authorities. In the DEC’s view, respondent’s “refusal to fully cooperate in the investigation” underlying the instant matter “wasted considerable time and resources of all involved, and demonstrated that[,] even after her prior discipline, [she] failed to take” the investigation “seriously until considerable time and effort was spent on obtaining her cooperation.” Despite her contrition during the ethics hearing, the DEC was “not convinced that a [r]eprimand would adequately serve the . . . disciplinary system’s overarching goal” to protect the public and preserve confidence in the bar, given respondent’s “pattern of not cooperating” and “being honest with disciplinary authorities.”

### **The Parties’ Positions Before the Board**

At oral argument and in its submission to us, the OAE urged us to adopt the DEC’s finding that respondent violated RPC 8.1(b) by failing to adequately cooperate with the investigation of whether she possessed the required professional liability insurance. The OAE emphasized that respondent failed to

produce her certificates of insurance until after it had requested those materials on several occasions. In the OAE's view, respondent engaged in piecemeal cooperation for which a reprimand is the appropriate quantum of discipline, considering her 2022 censure in Lenti I.

Respondent apologized to us for her actions and conceded that she failed to give this matter adequate attention. Respondent also claimed that she, initially, was unaware of R. 1:21-1B(b), which requires attorneys who practice law via a limited liability company to provide the Clerk's Office with certificates of insurances demonstrating that they possess the required professional liability insurance. Finally, respondent described her actions as "inconsiderate" to the OAE and expressed her willingness to accept whatever sanction we deem appropriate.

## **Analysis and Discipline**

### *Violations of the Rules of Professional Conduct*

Following a de novo review of the record, we determine to respectfully part company with the DEC's finding that respondent knowingly failed to cooperate with the OAE's disciplinary investigation.



RPC 8.1(b) provides, in relevant part, that, “in connection with a disciplinary matter,” a lawyer “shall not . . . knowingly fail to respond to a lawful demand for information from . . . [a] disciplinary authority.”

The OAE alleged that respondent violated this Rule based on two separate instances of conduct. First, the OAE claimed that respondent altogether ignored the Clerk’s Office’s requests for her certificates of insurance. Second, the OAE maintained that she engaged in “partial” or “attempted cooperation” with its investigation by failing to provide the correct certificates of insurance until December 30, 2021, five months after its initial July 16, 2021 letter directing her to provide a written reply to the Clerk’s Office’s referral letter.

Regarding respondent’s conduct in connection with the Clerk’s Office’s inquiries, our decision in In the Matter of Kendal Coleman, DRB 18-211 and DRB 18-218 (December 14, 2018), provides relevant guidance.

In Coleman, the attorney operated a practice of law via a professional corporation and, thus, R. 1:21-A(a)(3) required him to maintain professional liability insurance. Id. at 18. Moreover, R. 1:21-1A(b) required Coleman to provide a copy of his certificate of insurance to the Clerk’s Office within thirty days of filing his certificate of incorporation. Ibid.

Between July and November 2016, the Clerk’s Office sent Coleman letters attempting to obtain the required insurance certificate. Ibid. Coleman, however,

failed to reply, following which the Clerk's Office referred his conduct to the OAE for investigation. Ibid. Among other charges of unethical conduct, the formal ethics complaint charged Coleman with having violated RPC 8.1(b) for failing to reply to the Clerk's Office's inquiries regarding his insurance certificate. Id. at 19. However, we dismissed the RPC 8.1(b) charge, finding that the Clerk's Office was not a "disciplinary authorit[y]" and that Coleman's "failure to comply with the Clerk's [Office's] requests did not occur in the context of a disciplinary investigation." Id. at 21-22. The Court agreed. In re Coleman, 245 N.J. 264 (2019).

Applying our rationale in Coleman, respondent's failure to reply to the Clerk's Office's requests for her insurance certificates did not occur in the context of a disciplinary investigation. Consequently, respondent did not, as a matter of law, knowingly fail to reply to a lawful demand for information from a "disciplinary authority," as required to sustain an RPC 8.1(b) charge.

Regarding her conduct in connection with the OAE's disciplinary investigation, we determine that there is no clear and convincing evidence that respondent knowingly failed to comply with the OAE's demands for information.

Specifically, on July 16, 2021, the OAE sent respondent a letter directing her to reply to the Clerk's Office's referral letter regarding her failure to provide

her insurance certificates. On August 6, 2021, respondent sent the OAE a letter providing (1) proof of her June 2, 2021 attempt, via e-mail, to provide the Clerk's Office with proof of her professional liability insurance and (2) a quoted price for the "renewal" of the Lenti law firm's professional liability insurance for a March 2021 through March 2022 coverage period.

Although respondent failed to adhere to the OAE's July 30, 2021 deadline to provide a written reply to the Clerk's Office's referral letter, we view respondent's one-week delay in adhering to that deadline as de minimis. Moreover, respondent's August 6 reply letter described her May 19, 2021 telephone call with the Clerk's Office; provided proof that she had attempted, albeit unsuccessfully, to send the Clerk's Office the June 2, 2021 e-mail, which appeared to contain proof of her professional liability insurance coverage; and supplied a "renewal" quote from her insurance company suggesting that the Lenti law firm possessed the required insurance. Respondent's August 6 correspondence to the OAE, thus, demonstrated that she appeared to make a good faith attempt to fulfill the OAE's request for information.

One month later, on September 9, 2021, the OAE sent respondent an e-mail directing her to provide a "valid" certificate of insurance. One week later, on September 16, 2021, respondent provided a copy of the Lenti law firm's entire professional liability insurance policy. Although respondent failed to

provide the OAE the required insurance certificate, her failure to do so does not demonstrate, by clear and convincing evidence, that she willfully failed to comply with the OAE's demands. Rather, it appears that respondent may have been confused regarding the nature of the required insurance certificate, given that, in her verified answer, she claimed that, when she came to realize "exactly what needed to be provided, [she] contacted [her] insurance provider and" obtained the certificates of insurance "for the applicable years."

Indeed, respondent appeared to fully and timely comply with the OAE's October 4, 2021 request to provide "valid certificates of insurance." Specifically, on October 14, 2021, respondent sent the OAE an e-mail attaching two certificates of insurance demonstrating that she possessed the required professional liability insurance from March 2020 through March 2022, which appeared to have encompassed the entire timeframe during which she operated the Lenti law firm. In our view, the assertion in the formal ethics complaint that respondent's October 14 submission constituted "deficient copies of her certificates" is unsupported by clear and convincing evidence in the record, particularly when the OAE's October 4 request to respondent did not specify the timeframe for the requested certificates of insurance.

On November 22, 2021, following her participation at an October 29, 2021 demand interview, the OAE sent respondent another letter requiring, among

other things, that she provide all certificates of insurance for both the Lenti and the Grace & Lenti law firms.

On December 14, 2021, one week after the OAE's December 7 deadline, respondent sent the OAE an e-mail claiming that she was compiling the required documents. Two days later, on December 16, 2021, respondent sent the OAE an e-mail and a letter providing two additional certificates of insurance, which demonstrated that the Grace & Lenti law firm possessed the required insurance from September 2017 through September 2018 and that the Lenti law firm possessed such insurance from March 2021 through March 2022.

Although respondent's December 16 submission failed to adhere to the OAE's December 7 deadline by nine days, such delay was, again, de minimis. Moreover, respondent's failure to provide the Grace & Lenti law firm's certificates of insurance for the complete timeframe between March 2018 and March 2020 does not suggest that she was willfully withholding those documents from the OAE. Rather, as respondent claimed during the ethics hearing, her actions resulted from her "carelessness" and "negligence" rather than any willful non-compliance. Indeed, within two weeks of her December 16 e-mail to the OAE, respondent contacted her insurance company, obtained all required certificates of insurance, and provided those documents to the OAE and the Clerk's Office.

It is well-settled that cooperation short of the full cooperation required by the Rules can result in a violation of RPC 8.1(b). See, e.g., In re Higgins, 247 N.J. 20 (2021) (the attorney failed, for more than seventeen months, to comply with the OAE’s numerous requests for information and written responses to the matters under investigation, necessitating his temporary suspension; although the attorney ultimately filed a reply to the ethics grievance, brought his recordkeeping deficiencies into compliance, and stipulated to his misconduct, we concluded that his lengthy period of non-compliance constituted a failure to cooperate); In re Wolfe, 236 N.J. 450 (2019) (the attorney failed to cooperate with the OAE for more than three years and, even after the Court ordered him to comply, the attorney initially did so only in part, and later, not at all); In re Palfy, 225 N.J. 611 (2016) (the DEC investigator had to coax the attorney’s cooperation with the investigation and then was only partially successful in obtaining the information he had requested from the attorney; we viewed the attorney’s partial “cooperation as no less disruptive and frustrating than a complete failure to cooperate,” noting that “partial cooperation can be more disruptive to a full and fair investigation, as it forces the investigator to proceed in a piecemeal and disjointed fashion”).

We will not hesitate, however, to decline to find a violation of RPC 8.1(b) based on an attorney’s partial cooperation, if the attorney, acting in good faith,

attempts to comply with the demands of disciplinary authorities, even if such attempts are unsuccessful.

For instance, in In re Miranda, 255 N.J. 353 (2023), we dismissed an RPC 8.1(b) charge premised upon the attorney’s alleged failure to provide timely, complete, and accurate financial records to the OAE. In the Matter of Brian M. Miranda, DRB 22-193 (March 30, 2023) at 23. In that matter, Miranda repeatedly produced deficient records in response to the OAE’s requests. Id. at 5-8. Miranda also failed to attend one demand interview, claiming that he was unaware it had been scheduled. Id. at 5. Six months after the OAE began investigating his records, Miranda retained an accountant, after which he brought his records into compliance within three months. Id. at 8, 23. In dismissing the RPC 8.1(b) charge, we emphasized that Miranda had replied to each of the OAE’s deficiency letters, albeit in an incomplete manner. Id. at 23. We also observed that, following his initial failure to recreate the requested records, Miranda brought his books into compliance with the assistance of an accountant. Ibid. We concluded that Miranda’s “conduct simply [was] not of the same ilk” as other attorneys who have been disciplined for engaging in partial cooperation. Id. at 23-24.

Like Miranda, respondent replied to each of the OAE’s inquiries in a relatively prompt manner. Although respondent’s submissions to the OAE were,

at times, incomplete or deficient, it appears to us that respondent engaged in consistent, good faith efforts to demonstrate to the OAE that she had, in fact, possessed the required professional liability insurance for both the Lenti and the Grace & Lenti law firms. Moreover, despite her candid acknowledgment that she had “no excuse” for failing to reply to the Clerk’s Office’s January 22 and March 5, 2021 letters, respondent’s conduct in connection with the OAE’s subsequent disciplinary investigation supports her testimony that she began to “p[ay] heed to this matter” upon receiving the OAE’s initial July 16, 2021 correspondence. Although respondent’s efforts to provide the OAE with the correct documents were not always successful, her deficient submissions appeared to have been the product of carelessness, as she testified, rather than any willful failure to cooperate. Indeed, within five months of the commencement of the disciplinary investigation, respondent provided the OAE and the Clerk’s Office with all required insurance certificates demonstrating that she continuously possessed the required insurance.

### **Conclusion**

In conclusion, as we observed in Miranda, respondent’s conduct in this matter simply is not of the same caliber as the attorneys who have been disciplined for engaging in willful, piecemeal cooperation with disciplinary



authorities. Accordingly, based on the unique facts of this record, we conclude that there is no clear and convincing evidence that respondent knowingly failed to cooperate with the OAE's investigation and, thus, determine to dismiss the charge against respondent.

Members Menaker and Rivera voted to sustain the RPC 8.1(b) charge, finding that respondent repeatedly failed, during the span of nearly one year, to provide her certificates to the OAE and to the Clerk's Office. Member Menaker voted to impose a reprimand and Member Rivera voted to impose an admonition.

Chair Gallipoli and Members Hoberman and Rodriguez were absent.

Disciplinary Review Board  
Peter J. Boyer, Esq.,  
Vice-Chair

By: /s/ Timothy M. Ellis  
Timothy M. Ellis  
Chief Counsel

SUPREME COURT OF NEW JERSEY  
DISCIPLINARY REVIEW BOARD  
VOTING RECORD

In the Matter of Mary Elizabeth Lenti  
Docket No. DRB 23-204

Argued: November 16, 2023

Decided: February 23, 2024

Disposition: Dismiss

<i>Members</i>	Dismiss	Admonition	Reprimand	Absent
Gallipoli				X
Boyer	X			
Campelo	X			
Hoberman				X
Joseph	X			
Menaker			X	
Petrou	X			
Rivera		X		
Rodriguez				X
Total:	4	1	1	3

/s/ Timothy M. Ellis

Timothy M. Ellis  
Chief Counsel