SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 23-272
District Docket No. XIV-2022-0046E

In the Matter of Justin A. Greenblum
An Attorney at Law

Decided
May 10, 2024

Certification of the Record

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Introduction

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). The formal ethics complaint charged respondent with having violated RPC 1.7(a)(2) (engaging in a concurrent conflict of interest); RPC 1.8(a) (engaging in an improper business transaction with a client); and RPC 8.1(b) (failing to cooperate with disciplinary authorities).[1]

For the reasons set forth below, we determine that a one-year suspension, with a condition, is the appropriate quantum of discipline for respondent's misconduct.

Respondent earned admission to the New Jersey bar in 2004 and to the New York bar in 2005. He has no disciplinary history in New Jersey.

Between November 8, 2012 and November 1, 2018, respondent was employed, as a partner, at a New York City law firm (Firm I). Thereafter,

[1] Due to respondent's failure to file an answer to the formal ethics complaint, and on notice to respondent, the OAE amended the complaint to include the RPC 8.1(b) charge.

between November 1, 2018 and December 12, 2019, respondent was employed, also as a partner, at another New York City firm (Firm II).[2]

On September 16, 2021, the Supreme Court of New York, Appellate Division, First Judicial Department (the New York Supreme Court) suspended respondent, on an "interim" basis, pursuant to 22 NYCRR § 1240.9(a)(1), based on its finding that respondent was an "immediate threat to the public" due to his refusal to cooperate with a New York disciplinary investigation concerning his alleged decision to take "advance legal fees" from multiple clients "without providing legal services." In re Greenblum, 199 A.D.3d 84 (N.Y. App. Div. 2021).

On July 12, 2022, the New York Supreme Court disbarred respondent, pursuant to 22 NYCRR § 1240.9(b), following his complete failure to cooperate with New York disciplinary authorities following his September 2021 interim suspension. In re Greenblum, 207 A.D.3d 101 (N.Y. App. Div. 2022).

Effective May 31, 2023, our Court temporarily suspended respondent following his failure to cooperate with the OAE's investigation underlying this matter. In re Greenblum, 254 N.J. 50 (2023). He remains temporarily suspended to date.

[2] For ease of reference, we refer to the firms, respectively, as Firm I and Firm II.

Service of Process

Service of process was proper. On October 11, 2023, the OAE sent a copy of the formal ethics complaint, by certified and regular mail, to respondent's home address of record.[3] The certified mail was returned to the OAE marked "Attempted Not Known/Unable to Forward" and the regular mail was not returned.

Also on October 11, 2023, the OAE sent letters to the New Jersey Law Journal, the Staten Island Advance, and the Asbury Park Press, requesting that those newspapers publish public notices informing respondent that a formal ethics complaint had been filed against him. The notices informed respondent that, unless he filed a verified answer to the complaint within twenty-one days, the allegations of the complaint would be deemed admitted and the record would be certified to us for the imposition of discipline.

Between October 13 and 16, 2023, the New Jersey Law Journal, the Staten Island Advance, and the Asbury Park Press published the OAE's public notices in their respective newspapers.

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[3] New Jersey attorneys have an affirmative obligation to inform both the New Jersey Lawyers' Fund for Client Protection and the OAE of changes to their home and primary law office addresses, "either prior to such change or within thirty days thereafter." R. 1:20-1(c). Respondent's official Court records continue to reflect only the home address initially utilized for service in this matter and his office address at Firm II, where he has not been employed since December 2019.

On November 14, 2023, the OAE sent a second letter to respondent's home address of record, by certified and 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 certified mail was returned to the OAE marked "Not Deliverable as Addressed/Unable to Forward" and the regular mail was not returned. According to United States Postal Service tracking records, respondent "moved" from his home address of record and provided no forwarding address.

As of December 13, 2023, 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.

On December 26, 2023, Chief Counsel to the Board sent respondent a letter, by certified and regular mail, to his home address of record, informing him that this matter was scheduled before us on February 15, 2024, and that any motion to vacate must be filed by January 16, 2024. The certified mail was returned to the Office of Board Counsel (the OBC) as undeliverable. The regular mail was not returned.

Finally, on December 26, 2023, the OBC published a notice in the New Jersey Law Journal, stating that we would consider this matter on February 15, 2024. The notice informed respondent that, unless he filed a successful motion to vacate the default by January 16, 2024, his prior failure to answer would remain deemed an admission of the allegations of the complaint.

Respondent did not file a motion to vacate the default.

Facts

We now turn to the allegations of the complaint.

The Improper Loan Transactions

Since 1970, George Filosa has owned Triboro Hardware and Industrial Supply Corporation (Triboro), a company which sells construction equipment to contractors. In 2016, Filosa provided a $1 million loan to Industrial Urban Corporation (IUC). On April 11, 2017, following IUC's failure to repay the loan, Filosa retained respondent, who was then a partner at Firm I, to recoup the loan funds from IUC.

One month later, in May 2017, Filosa agreed to provide respondent with funds to assist paying a mortgage on his residence and for other personal expenses. Between May 31, 2017 and September 5, 2018, Filosa provided

respondent five interest-free loans, in amounts ranging from $5,000 to $150,000, and totaling $450,000. Although the terms of their loan transactions were not set forth in writing, Filosa advised the OAE that he had expected respondent to repay the loan by "apply[ing]" the loan funds "to his legal fees." In his ethics grievance to the OAE, Filosa noted that respondent "told me that if I loaned him money, my attorney's fees would be taken care of." Respondent, however, never advised Firm I of the loans he had received from Filosa or his intent to "offset" the firm's legal fees with the loan funds.

On June 30, 2017, respondent filed a lawsuit on Triboro's behalf, in the Superior Court of New Jersey, seeking to recoup IUC's unpaid debt owed to Filosa. Thereafter, between November 2017 and July 2018, respondent filed successful motions to dismiss IUC's counterclaims against Triboro and third-party complaints against Filosa.

Meanwhile, on September 18, 2018, respondent issued a $100,000 personal check, made payable to Filosa, in repayment of a portion of his $450,000 debt. However, on September 20, 2018, respondent's $100,000 check was returned due to insufficient funds.

One month later, on October 31, 2018, respondent notified the Superior Court, in writing, of his departure from Firm I to join Firm II, effective November 1, 2018. Firm I, however, remained unaware of respondent and

Filosa's loan transactions or respondent's "promise[] to write off" Firm I's legal fees.[4] On November 5, 2018, following respondent's change of employment, Firm I advised Filosa that he owed $141,601.79 in unpaid legal fees.

One week later, on November 12, 2018, Filosa informed respondent that Firm I was attempting to collect its unpaid legal fees, in reply to which respondent sent Filosa the following text message:

> I will . . . be giving [yo]u a check next week for my firm. You can just tell them that it will be paid by the end of this month. I get my money from my new firm this month. T[hank you] for your Patience. I'll get you fully whole soon.
>
> [Ex.26, grievance attachment 3¶34.][5]

On November 16, 2018, Filosa sent Firm I an e-mail stating that he intended to make at least a $100,000 payment toward his outstanding $141,601.79 in legal fees. One month later, on December 14, 2018, following respondent's failure to repay any portion of his debt, he sent Filosa another text message promising to deliver him a "check" by "next week."

On December 27, 2018, respondent sent Filosa an additional text message, this time promising to "shortly" provide him a $140,000 check, followed by a

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[4] Until respondent's departure from Firm I, Filosa declined to pay the firm's invoices for its legal fees.

[5] "Ex.26" refers to exhibit 26 of the formal ethics complaint. "Grievance attachment 3" refers to the third sub-exhibit appended to exhibit 26.

second $250,000 check "in a few weeks." Respondent also told Filosa that he had anticipated "getting my sign on very soon from" Firm II and claimed that he would not "bill" Filosa "anything from here on out through the whole case." One week later, on January 2, 2019, respondent sent Filosa another text message promising to "come by" his office in two days "with [a] bank check."

Between January 11 and April 19, 2019, respondent made four payments to Filosa, totaling $112,000, reducing respondent's loan balance to $338,000. Further, between January and April 2019, respondent sent Filosa several text messages promising to (1) pay him "in full," (2) "do . . . the right thing," and (3) provide him with all of his "available cash" after "reorganiz[ing]" his "finances" and "getting everything sorted out." Despite his repeated assurances, respondent failed to make any additional payments toward his outstanding debt.

Meanwhile, on January 4, 2019, Firm I filed a lawsuit against Filosa, in the Supreme Court of New York, seeking to recoup its $141,601.79 in unpaid legal fees. One month later, on February 4, 2019, as a result of Firm I's lawsuit, coupled with respondent's failure to repay his personal debt, Filosa terminated respondent as his counsel and, on February 6, retained new counsel to continue Triboro's debt collection litigation against IUC.

After substituting as counsel, Filosa's new attorney advised Firm I of the loans that respondent had received from Filosa. Thereafter, on March 26, 2019,

Filosa and Firm I agreed to a settlement whereby Filosa would pay Firm I $54,000 toward its $141,601.79 in unpaid legal fees in exchange for the dismissal of the firm's lawsuit.

On June 5, 2019, Filosa filed a lawsuit against respondent, in the United States District Court for the District of New Jersey (the DNJ), seeking to recoup his $338,000 in unpaid debt, plus $80,000 in consequential damages stemming from his efforts to (1) settle Firm I's lawsuit against him, (2) collect his unpaid debt from respondent, and (3) effectively substitute his new counsel in connection with Triboro's ongoing litigation against IUC.

On December 16, 2020, the DNJ issued a $425,444.42 default judgment in favor of Filosa and against respondent, which sum included respondent's unpaid loan balance, the consequential damages Filosa requested in his complaint, and interest on those amounts.

Eight days later, on December 24, 2020, the Superior Court issued a $4,806,498.96 default judgment in favor of Filosa and Triboro and against IUC.

On January 6, 2022, Filosa filed an ethics grievance against respondent with both the OAE and New York disciplinary authorities. In his grievance, Filosa emphasized his view that respondent utilized their attorney-client relationship as an "opportunity to pilfer money from me to fix and fund his own personal troubles," particularly because respondent never fulfilled his promise

to offset Firm I's legal fees with the loan amounts. Filosa also noted that respondent failed to (1) fully disclose, in writing, the terms of their loan transactions; (2) advise him, in writing, of the desirability of seeking independent counsel to review their transactions; and (3) provide him the opportunity to seek the advice of such independent counsel, as RPC 1.8(a) requires. Moreover, respondent failed to secure Filosa's informed consent, in writing, to the essential terms of their loan transactions, including whether he represented Filosa in the transactions, as RPC 1.8(a) further requires.

Additionally, Filosa represented that respondent failed to fulfill any portion of the DNJ's $425,444.42 default judgment and, given that he could not locate respondent or his assets, he claimed there was a "substantial risk" that he would not "be able to collect any money on that judgment." Finally, Filosa attached to his grievance a January 2018 foreclosure complaint filed against respondent and two 2021 New Jersey criminal complaints charging respondent with third-degree possession of controlled dangerous substances, in violation of N.J.S.A. 2C:35-10(a)(1), and third-degree possession of a stolen vehicle, in violation of N.J.S.A. 2C:20-7(a). In Filosa's view, "these events" may help "shed light on" respondent's failure to satisfy the DNJ's judgment.

Based on the foregoing facts, the OAE charged respondent with having violated RPC 1.8(a) for accepting five interest-free loans from Filosa, totaling

$450,000, without complying with the safeguards of that Rule. Specifically, respondent failed to set forth, in writing to Filosa, the terms of the loan transactions and the desirability of seeking independent counsel. Additionally, respondent failed to provide Filosa the opportunity to seek the advice of independent counsel concerning their loan transactions, and he failed to secure Filosa's informed consent, in writing, to the essential terms of their transactions.

Similarly, the OAE charged respondent with having violated RPC 1.7(a)(2), given the significant risk that his representation of Filosa would be materially limited by his personal interest in borrowing money from his client.

The OAE declined, however, to charge respondent with having committed knowing misappropriation of "client and/or escrow funds," in violation of RPC 1.15(a) and the principles of In re Wilson, 81 N.J. 451 (1979), and In re Hollendonner, 102 N.J. 21 (1985). Specifically, the OAE noted that, although respondent had accepted improper loans from Filosa, there was no clear and convincing evidence that he "knowingly misappropriated funds belonging to" Filosa.

The OAE's Attempts to Communicate With Respondent

On February 22, 2022, the OAE sent respondent a letter, by certified and regular mail, to his home address of record with the Court, directing that he submit a written reply to Filosa's grievance by March 8, 2022. Respondent, however, failed to reply and, on April 4, the certified mail was returned to the OAE marked "not deliverable as addressed/unable to forward."

Additionally, on March 23, 2022, the OAE left a voicemail message for respondent, directing that he contact the OAE regarding Filosa's grievance. Respondent again failed to reply.

Thereafter, between March 31 and December 14, 2022, the OAE sent respondent five letters, each by certified and regular mail, to his home address of record and, following a public records search, to six other New York or New Jersey addresses associated with respondent. In its correspondence, the OAE directed respondent to submit a written reply to the ethics grievance, reminded him of his obligation to cooperate, and warned him that his failure to comply would result in a violation of RPC 8.1(b) and his potential temporary suspension. Each of the certified mail letters were returned to the OAE as undeliverable, and respondent failed to reply.

Further, on April 26 and June 29, 2022, the OAE sent respondent two additional letters, via electronic mail, again reminding him of his obligation to

submit a written reply to the ethics grievance. The OAE's April 26 e-mail was delivered successfully; however, the June 29 e-mail could not be delivered. Respondent again failed to reply.

On February 3, 2023, the OAE visited two residential addresses associated with respondent. However, no one answered the door at the first address, and the individual who answered the door at the second address claimed to be renting the residence from "an unknown owner."

On May 2, 2023, respondent's former spouse advised the OAE that she had not spoken with him in "thirty months" and that she "had no idea where he was located or how he could be contacted."

Effective May 31, 2023, following his total failure to reply to the OAE's correspondence, the Court temporarily suspended respondent for his failure to cooperate. Greenblum, 254 N.J. 50. As previously noted, he remains temporarily suspended to date.

Although the OAE did not charge respondent with having violated RPC 8.1(b) by failing to cooperate with its investigation, the OAE charged respondent with having violated that Rule by failing to answer the formal ethics complaint.

Analysis and Discipline

Violations of the Rules of Professional Conduct

We find that the facts set forth 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 are true and that they provide a sufficient basis for the imposition of discipline. R. 1:20-4(f)(1).

RPC 1.8(a) prohibits a lawyer from entering into a business transaction with a client or knowingly acquiring an ownership, possessory, security, or other pecuniary interest adverse to a client unless:

> (1) the transaction and terms in which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner that can be understood by the client;
>
> (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel of the client's choice concerning the transaction; and
>
> (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

Although there is no absolute prohibition on an attorney entering into a business transaction with a client, the Court consistently has cautioned against such business relationships. See In re Humen, 123 N.J. 289, 300 (1991) (noting

that the Court had "warned attorneys repeatedly of the dangers of engaging in business transactions with their clients") (citing In re Silverman, 113 N.J. 193, 214 (1988), and In re Reiss, 101 N.J. 475, 486 (1986)). Thus, to protect the interests of clients who engage in business transactions with their lawyers, RPC 1.8(a) mandates extensive disclosures and writings that are designed to ensure that such transactions are knowing, informed, and consensual.

Here, respondent unquestionably violated RPC 1.8(a) by procuring five interest-free loans from Filosa, totaling $450,000, without complying with any of the required safeguards enumerated in RPC 1.8(a).

Similarly, respondent's conduct violated RPC 1.7(a)(2), which prohibits a lawyer from representing a client if the representation involves a concurrent conflict of interest. That Rule provides, in relevant part, that a concurrent conflict of interest exists if "there is a significant risk that the representation of one or more clients will be materially limited by . . . a personal interest of the lawyer." RPC 1.7(b) provides, however, that "[n]otwithstanding the existence of a concurrent conflict of interest under paragraph (a)," a lawyer may represent a client, if:

> (1) each affected client gives informed consent, confirmed in writing, after full disclosure and consultation;
>
> (2) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent

> representation to each affected client;
>
> (3) the representation is not prohibited by law; and
>
> (4) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

Here, rather than agreeing to repay his substantial personal loans in cash, respondent promised Filosa that he would "offset" Firm I's legal fees in connection with Triboro's ongoing litigation against IUC. However, by promising to "work off" his personal loans via his legal services, respondent created a significant risk of overbilling Filosa to avoid having to repay him in cash, in violation of RPC 1.7(a)(2). Indeed, we have consistently held that such loan arrangements with clients constitute unethical conflicts of interest. See In the Matter of Wayne A. Schultz, DRB 19-143 (Dec. 5, 2019) at 29, so ordered, 241 N.J. 492 (2020) (finding that the attorney violated RPC 1.7(a)(2) by agreeing to "work[] off" the loans he had received from his client, given that such an arrangement created a significant risk that the attorney "could overbill in a matter to avoid paying cash").

Finally, respondent violated RPC 8.1(b) by failing to file an answer to the formal ethics complaint and allowing this matter to proceed as a default.

In sum, we find that respondent violated RPC 1.7(a)(2), RPC 1.8(a), and RPC 8.1(b). The sole issue left for our determination is the appropriate quantum

of discipline for respondent's misconduct.

Quantum of Discipline

Absent serious aggravating factors, attorneys who engage in improper loan transactions with a client have received discipline ranging from an admonition to a censure. See, e.g., In the Matter of John F. O'Donnell, DRB 21-081 (September 28, 2021) (admonition for an attorney who provided his client an improper $180,000 loan, at a six-percent interest rate; the attorney also engaged in a concurrent conflict of interest by representing the client in connection with "multiple promissory notes" at the same time the attorney represented a property management company in connection with a real estate transaction in which the client acted as a "broker;" in mitigation, the attorney had an otherwise unblemished legal career of more than forty years, and his misconduct had occurred more than ten years prior to our review); In re Heine, 254 N.J. 369 (2023) (reprimand for an attorney who lacked diligence, failed to timely deliver property to his client, and borrowed $4,500, at a five-percent interest rate, from the same client, without complying with the safeguards of RPC 1.8(a); the attorney never repaid the loan, showed no remorse, and was discourteous when the client demanded repayment; we found that an admonition was the baseline level of discipline for the attorney's improper loan transaction,

given the comparatively small sum of the loan; however, we recommended the imposition of a reprimand due to the attorney's additional misconduct; no prior discipline in more than fifty years at the bar); In re Schefers, 254 N.J. 370 (2023) (censure for an attorney who procured an improper $50,000 loan from his client; more than two years after the loan transaction, when the client repeatedly asked the attorney to repay his debt, the attorney offered only vague promises that his repayment was "in the works;" thereafter, when the client signaled his intent to file an ethics grievance, the attorney improperly attempted to dissuade his client from doing so and fraudulently transferred his interest in his Florida home to his wife, in an apparent attempt to shield that asset from an unfavorable judgment; the attorney's refusal to repay the loan forced the client to institute litigation, resulting in a $54,000 judgment against the attorney; more than fourteen months after the issuance of the judgment, and almost five years after the client's provision of the loan, the attorney finally satisfied his debt to his client; no prior discipline).

Terms of suspension have been imposed, however, if serious aggravating factors are present, including significant harm to the client and the vulnerability of the client who had engaged in the loan transaction. See, e.g., In re Abraham, 250 N.J. 407 (2022) (three-month suspension for an attorney who borrowed $140,000 from an elderly client; the loan caused the client significant financial

harm because it rendered her ineligible for Medicaid; the attorney also mishandled two personal injury matters for the client in which she was the defendant; the attorney's inaction resulted in the issuance of default judgments against the client; at the time of our decision, the attorney had repaid only $7,000, although he had committed to repaying the loan in full; in recommending a suspension, we weighed the significant harm to the client and the fact that she was a vulnerable member of the population; no prior discipline); In re Bosworth, 241 N.J. 26 (2020) (six-month suspension for an attorney who borrowed $500,000 from his client; the attorney took advantage of the client's trust, creating loan documents with conflicting terms and failing to record the mortgages associated with the loan; the attorney took conflicting positions regarding interest on the loan during the disciplinary proceedings; the attorney's payment of the loan's principal was six months late, and, as of the date of our decision, the attorney still had not paid any interest; no prior discipline in more than forty years at the bar; although we recommended a one-year suspension, the Court imposed a six-month suspension); In re Torre, 223 N.J. 538 (2015) (one-year suspension for an attorney who borrowed $89,259 from an elderly client he had known for many years, without complying with the strictures of RPC 1.8(a); in aggravation, the loan represented seventy percent of the client's life savings, the attorney repaid only a fraction of the loan during the client's

lifetime, and he barely reimbursed her estate; the attorney had no prior discipline in more than thirty years at the bar).

Here, like the attorney in Bosworth, who received a six-month suspension in connection with his receipt of an improper $500,000 loan from his client, respondent received a total of $450,000 in improper loans from Filosa, without complying with any of the safeguards of RPC 1.8(a). Respondent's misconduct resulted in significant financial harm to both Filosa, his client, and Firm I, his former law firm.

Regarding the harm to Firm I, at the outset of the representation, and without Firm I's knowledge or consent, respondent and Filosa agreed to offset Firm I's legal fees in connection with Filosa and Triboro's litigation against IUC. Consistent with their agreement, Filosa declined to pay Firm I's invoices while respondent remained employed with the firm. However, following respondent's October 31, 2018 departure from Firm I, the firm advised Filosa that he owed $141,601.79 in unpaid legal fees, prompting Filosa to attempt to secure respondent's repayment of his loans. Respondent, however, failed to follow through on his commitment to reimburse Filosa and, thus, on January 4, 2019, Firm I was forced to file litigation against Filosa to recoup its outstanding fees. On February 4, 2019, having received only a $40,000 repayment from respondent, Filosa terminated respondent as his attorney, retained new counsel

to continue Triboro's lawsuit against IUC, and, through his new attorney, advised Firm I of the loans he had provided to respondent. One month later, in March 2019, Filosa negotiated a settlement with Firm I, whereby he agreed to pay only $54,000 toward Firm I's $141,601.79 in unpaid legal fees.

Respondent's improper loan transactions, thus, appeared to have forced Firm I into a settlement with its former client for less than half of the legal fees to which it was entitled. Moreover, by surreptitiously attempting to divest Firm I of its legal fees through his loan arrangements with Filosa, respondent's conduct appeared to constitute an attempt to knowingly misappropriate Firm I's funds, in violation of the principles of In re Siegel, 133 N.J. 162 (1993). However, given the OAE's express determination declining to charge respondent with knowing misappropriation, we determine to leave the OAE's decision undisturbed.

Regarding the egregious financial harm to Filosa, like the attorney in Abraham, who received a three-month suspension after repaying only a small percentage of the loan he owed to his client, by April 2019, respondent reimbursed Filosa only $112,000 of the $450,000 total loan amount, despite his repeated assurances that he intended to fully repay his debt. Respondent's conduct forced Filosa to file a federal lawsuit against respondent to recoup his $338,000 in unpaid debt, in addition to the $80,000 in damages he had sustained

as a direct consequence of respondent's conduct. Respondent, however, failed to make any payments in satisfaction of Filosa's $425,444.42 federal court default judgment. Indeed, since April 2019, he has failed to make a single payment toward his outstanding debt.

In contrast to the attorney in Abraham who, during his disciplinary proceedings, committed to paying off his debt in full, and the attorney in Bosworth, who managed to reimburse his client for the loan's principal balance, respondent has refused to make any recent attempt to communicate with Filosa or provide him any form of repayment. In that vein, neither Filosa nor the OAE, despite its exhaustive efforts spanning more than fourteen months, have been able to locate respondent, who, given the passage of almost five years since his last payment, does not appear to have any intent to fulfill his obligations to his former client.

Further, unlike Abrahm and Bosworth, who participated in the disciplinary proceedings, respondent altogether failed to cooperate with the OAE and allowed this matter to proceed as a default. See In re Kivler, 193 N.J. 332, 342 (2008) (citations omitted) (an attorney's "default or failure to cooperate with the investigative authorities operates as an aggravating factor, which is sufficient to permit a penalty that would otherwise be appropriate to be further enhanced").

Other than respondent's lack of prior discipline in New Jersey, there is no mitigation for us to consider.

Conclusion

In conclusion, respondent's misconduct resulted in significant financial harm to both his former law firm and client. Respondent not only may have attempted to divest his former law firm of its legal fees for his own pecuniary benefit, but also needlessly wasted the resources of his client and former law firm, both of whom were forced to institute litigation as a result of his misconduct. More egregiously, respondent has refused, for years, to make any attempt to repay a substantial federal court judgment in favor of Filosa, resulting in at least a $425,444.42 loss to his former client. Consistent with disciplinary precedent, coupled with the serious aggravating factors present in this matter, we determine that a one-year suspension is the appropriate quantum of discipline necessary to protect the public and preserve confidence in the bar.

Moreover, given the troubling circumstances underlying respondent's recent arrests for possessing controlled dangerous substances and possessing a stolen vehicle, in conjunction with the OAE's inability to locate respondent despite a diligent nationwide records search, we recommend that the Court

require respondent, prior to reinstatement, to prove his fitness to practice law, as attested to by a medical doctor approved by the OAE.

Chair Gallipoli and Member Campelo voted to recommend to the Court that respondent be disbarred.

Members Joseph and Rodriguez voted to recommend the imposition of a two-year suspension, with the same condition recommended by the majority Members.

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
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Justin A. Greenblum
Docket No. DRB 23-272

Decided: May 10, 2024

Disposition: One-year suspension

Members	One-Year Suspension	Two-Year Suspension	Disbar
Gallipoli			X
Boyer	X		
Campelo			X
Hoberman	X		
Joseph		X	
Menaker	X		
Petrou	X		
Rivera	X		
Rodriguez		X	
Total:	5	2	2

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