SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 25-010
District Docket Nos. XIV-2022-0408E;
XIV-2022-409E; XIV-2023-0029E;
XIV-2023-0326E; XIV-2023-0327E;
and XIV-2024-0055E

In the Matter of Brittany L. Parisi
An Attorney at Law

Decided
April 10, 2025

Certification of the Record

Corrected Decision

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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 two instances of knowing misappropriation of law firm funds, in violation of RPC 1.15(a) and the principles of In re Wilson, 81 N.J. 451 (1979), and In re Siegel, 133 N.J. 162 (1993), and with having violated RPC 1.1(a) (engaging in gross neglect); RPC 1.3 (lacking diligence); RPC 1.4(b) (failing to communicate with a client); RPC 1.5(a) (charging an unreasonable fee); RPC 1.5(b) (three instances – failing to set forth, in writing, the basis or rate of the legal fee); RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21-6); RPC 1.16(d) (three instances – failing to refund an unearned legal fee upon termination of the representation); RPC 8.1(b) (six instances – failing to cooperate with disciplinary authorities); and RPC 8.4(c) (five instances – engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation).[1]

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

For the reasons set forth below, we determine that respondent knowingly misappropriated law firm funds and recommend to the Court that she be disbarred.

Ethics History

Respondent earned admission to the New Jersey bar in 2020 and has no prior final discipline. During the relevant timeframe, between March or April 2021 and January 2022, she practiced law as an associate at a law firm located in Union, New Jersey (the Firm). Thereafter, between February 2022 and her December 8, 2023 temporary suspension, she maintained her own practice of law in Short Hills and Matawan, New Jersey.

Effective December 8, 2023, the Court temporarily suspended respondent for her failure to comply with an OAE investigation concerning her misconduct underlying this matter. In re Parisi, 256 N.J. 87 (2023).

On August 13, 2024, the Court issued two Orders temporarily suspending respondent, effective September 12, 2024, for her failure to comply with separate fee arbitration committee determinations. In re Parisi, 258 N.J. 441 (2024), and In re Parisi, 258 N.J. 442 (2024).

To date, she remains temporarily suspended on all three bases.

Additionally, on April 10, 2025, contemporaneous with the issuance of our decision in the instant matter, we issued a decision recommending the imposition of a reprimand, in a default matter, for respondent's failure to comply with R. 1:20-20 in connection with her December 2023 temporary suspension. In the Matter of Brittany L. Parisi, DRB 24-240 (April 10, 2025).

We now turn to the matter currently before us.

Service of Process

Service of process was proper. On October 8, 2024, the OAE sent a copy of the formal ethics complaint, by certified and regular mail, to respondent's last known home addresses[2] and to her home address of record. The mail sent to respondent's home address of record was returned to the OAE marked "unable to forward." However, the certified mail sent to respondent's last known home addresses was delivered successfully, and the regular mail sent to those addresses was not returned.

On November 6, 2024, the OAE sent a second letter to respondent's last known home addresses, by certified and regular mail, and to her personal e-mail addresses, by electronic mail, informing her that, unless she filed a verified

[2] On April 23, 2024, respondent notified the OAE of her last known home addresses where could receive mail.

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) by reason of her failure to answer.[3] The certified mail was delivered successfully and respondent claimed, on her certified mail receipts, that she required an Americans with Disabilities Act (ADA) accommodation. Additionally, on November 8, 2024, respondent sent the OAE an e-mail acknowledging her receipt of the formal ethics complaint but claiming that she required an ADA accommodation because she could "not understand what your paperwork means or how this even started."

On November 13, 2024, the OAE sent a letter to respondent's last known home addresses, by regular mail, and to her personal e-mail addresses, by electronic mail, informing her of the process to request an ADA accommodation and notifying her that she may apply to the appropriate Assignment Judge for the assignment of counsel, pursuant to R. 1:20-4(g)(2). The regular and electronic mail were not returned to the OAE.

On December 16, 2024, following her failure to answer the complaint or

[3] Neither e-mail address is respondent's e-mail address of record. However, respondent has corresponded with both the OAE and the Office of Board Counsel (the OBC) regarding her attorney disciplinary matters via at least one of those addresses.

to request an ADA accommodation, the OAE sent respondent another letter, to her last known home addresses and to her personal e-mail addresses, noting that it had explained the proper procedure to obtain an ADA accommodation in its November 13, 2024 correspondence. Additionally, the OAE informed respondent that, unless she 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 and the record would be certified to us for the imposition of discipline. Respondent, however, failed to reply or to request an ADA accommodation.

As of January 2, 2025, respondent had not filed an answer to the complaint, and the time within which she was required to do so had expired. Accordingly, the OAE certified this matter to us as a default.

On January 30, 2025, Chief Counsel to the Board sent respondent a letter, by certified and regular mail, to her home address of record and her last known home addresses, and by electronic mail, to her e-mail address of record, informing her that this matter was scheduled before us on March 20, 2025 and that any motion to vacate the default (MVD) must be filed by February 17, 2025. On February 10, 2025, the certified mail sent to one of respondent's last known home addresses was delivered successfully. The certified mail sent to respondent's other known address and her home address of record were returned to the OBC. The regular mail sent to respondent's home address of

record was returned to the OBC; the regular mail sent to alternate home addresses was not returned to the OBC.

Finally, the OBC published a notice dated February 3, 2025, in the New Jersey Law Journal and on the New Jersey Courts website, stating that we would consider this matter on March 20, 2025. The notice informed respondent that, unless she filed a successful MVD by February 17, 2025, her failure to answer would remain deemed an admission of the allegations of the complaint.

Respondent did not file an MVD.

Facts

Knowing Misappropriation of Law Firm Funds (Count I)

In March or April 2021, the Firm hired respondent as an associate attorney. The Firm's standard practice when accepting the representation of a client was to (1) prepare a retainer agreement, (2) create a file, and (3) arrange for the client to pay the firm directly for its legal services. The Firm prohibited its attorneys from depositing legal fees received directly from clients into their personal accounts. Rather, each attorney was required to deposit legal fees into the Firm's attorney trust account (ATA) and, when those fees were earned, the Firm's managing partner would transfer those funds to the Firm's attorney business account (ABA). At the outset of her employment, the Firm's

management explained these required procedures to respondent.

The J.P. Client Matter

On July 9, 2021, J.P.[4] retained the Firm in connection with a child custody matter. The Firm assigned the matter to respondent, who executed a retainer agreement on the Firm's behalf. Pursuant to that agreement, J.P. provided the Firm a $2,500 retainer fee via two money orders made payable to the Firm.

During the pendency of the child custody matter, J.P. sought to retain the Firm in connection with a domestic violence matter.[5] Specifically, J.P. consulted with respondent, who advised him that the Firm required an additional $2,000 retainer fee to begin representing him in the domestic violence matter. Respondent, however, directed J.P. to submit the entire retainer fee directly to her because "it would cost more for [the] representation if done through the [Firm]."

On September 30, 2021, J.P. electronically transferred $1,000 to respondent's personal bank account, pursuant to her express instructions.

[4] In view of the sensitive nature of the client's matter, we use initials to protect the anonymity of the client.

[5] The retainer agreement encompassing the child custody representation required J.P. to execute a new retainer agreement if he sought to retain the Firm in connection with any "domestic violence proceedings."

Moreover, around that same time, J.P. obtained a $1,000 money order made payable to respondent, as she had instructed.[6]

Following her receipt of J.P.'s funds, respondent failed to (1) deposit those funds into the Firm's ATA, (2) open a client file or prepare a new written fee agreement for J.P.'s domestic violence matter, and (3) inform the Firm of J.P.'s matter.

Meanwhile, shortly after her receipt of J.P.'s funds, respondent failed to appear for a scheduled hearing, forcing J.P. to represent himself during that proceeding. When J.P. confronted her regarding her failure to appear, she claimed that she had a "scheduling conflict and had to appear in court for another case, which could not be postponed."

Based on his view that he was "doing all the work" in connection with his matter, J.P. (1) terminated the domestic violence representation, (2) "canceled" his $1,000 money order made payable to respondent, and (3) requested that she refund the $1,000 retainer fee that he electronically had transferred directly to her personal account. Respondent, however, failed to refund her unearned $1,000 retainer fee.

Thereafter, between November 25, 2021 and January 17, 2022, J.P. sent respondent several e-mails and repeatedly called her requesting that she refund

[6] It is unclear from the record before us whether respondent received J.P.'s $1,000 money order.

the $1,000 retainer fee. Respondent, again, failed to comply. During his September 6, 2024 interview with the OAE, J.P. claimed that, during one recorded telephone conversation with respondent, she expressly refused to refund her $1,000 retainer fee and stated, "who are they going to believe, me or you?" However, when J.P. played back the recording of their conversation to respondent, she agreed to refund her retainer fee.

On January 25, 2022, following respondent's failure to issue a refund, J.P. left a voicemail message for the managing partner stating that the Firm owed him $1,000. After listening to J.P.'s message, the managing partner reviewed the Firm's records, which indicated that the Firm represented J.P. only in connection with the child custody matter, for which J.P. owed the Firm $500 in outstanding legal fees.

Thereafter, on January 25, 2022, the managing partner confronted respondent regarding J.P.'s voicemail message, in reply to which she claimed that she would contact J.P. and "address" his "misunderstanding" of the Firm's fees. Additionally, on January 25, following her conversation with the managing partner, respondent electronically issued a $613 partial refund to J.P., using her personal funds.

On January 27, 2022, the managing partner spoke with J.P., who advised the partner – for the first time – of respondent's agreement to represent him in

the domestic violence matter in exchange for a $2,000 retainer fee, $1,000 of which J.P. electronically had transferred to respondent's personal account, based on her express instructions. During their conversation, J.P. also told the managing partner that, since receiving the $613 partial refund from respondent on January 25, he had continued to "press" her for the remaining $387 in unearned legal fees. J.P. also informed the partner that respondent had "begged him not to" disclose the circumstances underlying her direct receipt of his funds to cover the domestic violence representation.

On January 28, 2022, respondent electronically transferred $387 of her personal funds to J.P. and, thus, fully refunded her unearned retainer fee.

Three days later, on January 31, 2022, the Firm's managing partner and other senior attorneys met with respondent and terminated her employment. During their meeting, respondent denied having instructed J.P. to directly send her the $2,000 retainer fee underlying the domestic violence representation. Rather, she told the Firm that J.P. had "insisted on sending money directly to her and just sent it to her." Respondent also asserted that, until January 2022, she was unaware of having received J.P.'s $1,000 electronic payment. Finally, when the Firm's managing partner questioned her regarding whether she had received funds directly from other clients, respondent denied having done so and maintained "that the incident with [J.P.] was a one-time mistake."

Following the termination of respondent's employment, the Firm deducted $1,500 from her final paycheck, compensating the Firm for the $1,500 it was forced to refund J.P. because of respondent's "over-billing" in connection with the child custody representation. During the managing partner's May 24, 2023 interview with the OAE, he claimed that the Firm also was forced to reimburse many of respondent's clients "by half or more" because she had failed to perform the legal services for which she had billed.

The Town Client Matter

In November 2021, two months before the termination of respondent's employment, Sophia Town purported to retain the Firm in connection with a matrimonial matter. During the initial consultation, respondent misrepresented to Town that, with the permission of the managing partner, the Firm had agreed to handle her matter for a $1,000 total flat fee. In fact, as the managing partner informed the OAE during his May 2023 interview, the Firm neither had any knowledge of the representation nor any "record whatsoever" of Town's matter. Indeed, respondent failed to inform the Firm of the matter and failed to open a file in connection with the representation.

Following the initial consultation, respondent instructed Town to pay the $1,000 flat legal fee directly to her personal account because, as she falsely

informed Town, respondent previously had "fronted the retainer monies" to the Firm. Respondent, however, provided no personal funds to the Firm on Town's behalf.

On November 12, 2021, Town's husband electronically transferred $500 directly to respondent's personal account, without Town's knowledge. Respondent failed to provide those funds to the Firm.

On December 30, 2021, Town electronically transferred $1,000 to respondent's personal account, unaware that her spouse previously had provided respondent $500 towards the $1,000 flat fee for the representation. Thereafter, on December 30, respondent and Town executed a retainer agreement, utilizing the Firm's letterhead, stating that Town already had "paid our law firm, and we have agreed to accept, a[] flat fee retainer payment of one thousand dollars ($1,000)[.] This sum will be used to pay your fees and our out-of-pocket expenses."

Respondent, however, failed to perform any legal work in connection with Town's matrimonial matter by January 31, 2022, when the Firm terminated her employment. Following her termination from the Firm, the managing partner reviewed respondent's e-mail records and discovered Town's matter. Thereafter, the managing partner contacted Town and agreed to handle the representation, without charging any additional fees, pursuant to respondent's

written fee agreement with Town in which she had represented, falsely, that the Firm had agreed to handle her matrimonial matter for only a $1,000 flat fee.

Following the Firm's decision to formally represent Town, the managing partner repeatedly attempted to contact respondent seeking a refund of the $1,500 in total fees paid by the Towns that respondent had withheld from the Firm. Respondent, however, failed to reply, prompting the managing partner to contact respondent's father, who, in early February 2022, issued a $1,500 refund check to the Firm.

The OAE's Investigation of the J.P. and Town Client Matters

In February 2022, respondent opened a practice of law in Short Hills, New Jersey.[7] On March 4, 2022, the managing partner of the Firm filed an ethics grievance against her for her misappropriation of law firm funds underlying the J.P. and Town client matters.

On December 2, 2022, after assuming jurisdiction of this matter from the District XII Ethics Committee (the DEC), the OAE sent respondent a letter, to her e-mail and business addresses of record, directing her to produce, by January 6, 2023, a written reply to the grievance and her law firm's complete financial records, including (1) three-way monthly ATA reconciliations, (2) client ledger

[7] In or around March 2023, respondent relocated her firm to Matawan, New Jersey.

cards, and (3) ATA and ABA receipts and disbursements journals spanning from February through November 2022.

On January 4, 2023, respondent replied to the OAE, via e-mail, and requested an extension, for an unspecified timeframe, to allow her to retain counsel and to submit the required materials. The next day, on January 5, the OAE granted respondent's request and notified her that her submissions would be due on January 16, 2023.

However, on January 16, 2023, respondent requested an additional two-week extension to provide her required submissions, based on her mother's recent passing. On January 17, 2023, the OAE granted the request and informed respondent that her submissions would be due on February 1.

On February 7, 2023, following her failure to submit her firm's financial records or her reply to the grievance, the OAE notified respondent that she had until February 14 to submit those materials. The OAE also cautioned respondent that her failure to cooperate could expose her to a violation of RPC 8.1(b).

On February 10, 2023, during a telephone conversation, respondent informed the OAE that she would submit the required documents by February 13. However, on February 15, respondent requested an additional two-day extension based on her claim that she was experiencing personal issues. On February 16, the OAE granted respondent's request and directed her to submit

the required materials by the next day. Respondent failed to comply.

Two weeks later, during a March 1, 2023 telephone conversation with respondent, the OAE informed her that, considering her recent personal issues and her ongoing attempts to retain counsel, it would allow her until March 20 to provide the required materials. On March 8, 2023, the OAE reminded respondent, in writing, of the March 20 deadline and noted that no further extensions would be granted. Respondent, however, again failed to comply.

On March 22, 2023, two days after the March 20 deadline, the OAE spoke with respondent, who represented that she would "overnight" a flash drive containing both her reply to the managing partner's ethics grievance and her firm's financial records.

On March 24, 2023, the OAE received respondent's "incomplete" reply to the ethics grievance and "some" of the required financial records.

In her submission, respondent conceded that she had failed to maintain an ATA and, consequently, failed to prepare monthly three-way reconciliations or to maintain receipts and disbursements journals. Similarly, respondent admitted that she failed to maintain ABA receipts and disbursements journals. Moreover, respondent's client ledger cards lacked sufficient detail and failed to specify the monthly balances associated with each client, as R. 1:21-6(c)(1)(B) requires.

On March 31, 2023, the OAE called respondent and informed her that her

submission was incomplete because she had failed to include her ABA journals and a summary of monthly balances on each client ledger card. Additionally, the OAE informed respondent of her obligation to maintain an ATA. Respondent told the OAE that she would "try to get to the bank today" and "work with her husband" to create her ABA journals within three days.

Five months later, on August 24, 2023, the OAE sent respondent a letter directing that she appear for a September 12, 2023 virtual demand interview concerning the managing partner's ethics grievance. On September 12, 2023, approximately fifteen minutes before the scheduled interview, respondent requested an adjournment, claiming that she was not feeling well. The OAE adjourned the demand interview and warned her that her failure to appear for the rescheduled demand interview on September 27 could result in her immediate temporary suspension.

On September 17, 2023, respondent sent the OAE an e-mail acknowledging her receipt of its correspondence concerning the September 27 demand interview. Nevertheless, she failed to appear and "offered no justification for her failure to appear." Consequently, on October 27, 2023, the OAE petitioned the Court for her temporary suspension, given her continued failure to cooperate, and, effective December 8, 2023, the Court temporarily suspended her.

Two months later, on February 12, 2024, the OAE spoke with respondent and informed her of her obligation to appear for a February 23, 2024 virtual demand interview concerning, among other matters, her recordkeeping practices and the managing partner's ethics grievance. Although respondent told the OAE that she could attend the demand interview, she failed to appear.

On March 11, 2024, the OAE sent respondent a letter, allowing her a final opportunity to provide a detailed reply to the managing partner's ethics grievance concerning her actions underlying the Town client matter. Later that same date, respondent replied to the OAE's e-mail and claimed that she had not received its October 2023 petition for her temporary suspension and the Court's December 2023 temporary suspension Order. She also claimed that she had "left several messages for [the OAE] and received no calls back." Moreover, she alleged that the managing partner improperly garnished $1,500 from her final paycheck concerning her "over-billing" of J.P. Respondent also emphasized that her father had repaid the Firm the $1,500 it had "demanded" in connection with her representation of Town. Respondent declared that she "will no longer accept being gaslighted and told I did not produce documents or fully explain everything." She concluded by expressing her view that "[t]his is getting out of control. I am shutting down my firm [because] I cannot take this anymore."

By diverting legal fees belonging to the Firm for her own personal use in

connection with the J.P. and Town client matters, the OAE charged respondent with two instances of knowing misappropriation of law firm funds, in violation of RPC 1.15(a) and the principles of Wilson and Siegel.

Additionally, by intentionally failing to create client records for J.P.'s domestic violence matter and Town's matrimonial matter to conceal her "receipt and theft" of the Firm's legal fees, which she instructed her clients to electronically transfer directly to her personal account, the OAE charged respondent with having twice violated RPC 8.4(c).

Moreover, by misrepresenting to Town that the managing partner had agreed to handle her matrimonial matter for a $1,000 flat fee, the OAE charged respondent with an additional instance of having violated RPC 8.4(c). Similarly, by concealing from Town the fact that her husband had paid respondent $500 towards the $1,000 flat legal fee, yet later requesting that Town provide the full $1,000 for the representation, the OAE charged respondent with another instance of having violated RPC 8.4(c).

Finally, by failing to provide a detailed written reply to the managing partner's ethics grievance concerning her misconduct underlying Town's client matter, as exacerbated by her failure to appear for multiple scheduled demand

interviews, the OAE charged respondent with having violated RPC 8.1(b).[8]

The McQueen Client Matter (Count II)

In March 2022, one month after respondent opened her practice of law in Short Hills, Star McQueen retained her in connection with a child custody matter.

On March 10, 2022, McQueen executed a written fee agreement in which she agreed to pay respondent a $3,000 "non-refundable" "flat fee" for the representation, as R. 5:3-5(b) expressly prohibits. The fee agreement also failed to specify (1) a description of the legal services not encompassed by the representation, as R. 5:3-5(a)(2) requires; (2) the frequency in which legal bills would be issued, as R. 5:3-5(a)(5) requires; (3) respondent's hourly rate and the rates of other attorneys who may provide legal services, as R. 5:3-5(a)(6) requires; and (4) whether rate increases were agreed to and, if so, the frequency and notice thereof to be given to McQueen, as R. 5:3-5(a)(6) requires. Following her execution of the fee agreement, McQueen paid respondent the $3,000 fee, via credit card.

On May 24, 2022, respondent directed Ali Shiekh, her office manager, to

[8] The record before us is unclear whether respondent provided an adequate written reply to the portion of the managing partner's ethics grievance concerning her misconduct underlying J.P.'s client matter.

send McQueen a $2,478 invoice for 8.32 hours of total legal work performed by respondent and her associate between March 11 and May 20, 2022. The invoice stated that respondent charged a $300 hourly rate from March 11 through March 28 and a $350 hourly rate from April 20 through April 21, 2022. Additionally, the invoice stated that her associate, who performed 4.4 hours of the 8.32 hours in total legal work, charged a $275 hourly rate. The invoice stated that McQueen owed no outstanding legal fees, given that $522 of her $3,000 non-refundable flat fee remained unearned.

During her May 17, 2023 interview with the OAE, McQueen denied having received the invoice.[9] Further, McQueen claimed that respondent had failed to disclose her $300 hourly rate or her intent to increase her hourly rate to $350. Indeed, the fee agreement failed to specify (1) respondent's or her associate's respective hourly rates, (2) whether respondent intended to increase her hourly rate during the representation, and (3) whether her associate would be providing legal services on McQueen's behalf.

During her September 6, 2023 interview with the OAE, respondent maintained that she verbally advised McQueen of her $300 hourly rate during their initial consultation. However, respondent failed to demonstrate to the OAE

[9] The DEC provided McQueen a copy of respondent's invoice during its investigation of this matter. Thereafter, on December 2, 2022, the OAE assumed jurisdiction of this matter.

that she had informed McQueen of her hourly rate in writing, as RPC 1.5(b) and R. 5:3-5(a)(6) require.

On May 28, 2022, McQueen sent respondent an e-mail terminating the representation based on her claim that, since March, respondent had failed to reply to her repeated inquiries requesting updates on her case. McQueen further instructed respondent to refund the balance of her $3,000 flat fee. Respondent, however, failed to comply.

During her interview with the OAE, respondent conceded that she received McQueen's May 28, 2022 e-mail terminating the representation. She also admitted that McQueen was entitled to a $522 refund of the $3,000 total flat fee. Nevertheless, respondent maintained that she was unaware that McQueen had not received a refund, claiming that she had "delegated" that task to Shiekh. At the conclusion of her September 2023 interview, respondent told the OAE that she would issue a $522 refund to McQueen for her unearned legal fees.

Several months later, on April 2, 2024, the OAE called McQueen, who stated that respondent failed to refund any portion of the $522 in unearned legal fees, despite McQueen first requesting such a refund nearly two years earlier. Indeed, as of September 30, 2024, the date of the formal ethics complaint, respondent had not issued a refund to McQueen.

By including an impermissible, non-refundable retainer fee provision in her written fee agreement with McQueen concerning her child custody matter, the OAE charged respondent with having violated RPC 1.5(a).

Additionally, by failing to comply with several provisions of R. 5:3-5(a) concerning her written fee agreement with McQueen, the OAE charged respondent with having violated RPC 1.5(b).

Finally, by altogether failing to refund her $522 unearned legal fee to McQueen following the termination of the representation, the OAE charged respondent with having violated RPC 1.16(d).

The Recordkeeping Investigation (Count III)

On December 27, 2022, Sheikh filed an ethics grievance against respondent shortly after she terminated his employment as her firm's office manager. In his grievance, Shiekh alleged that respondent "misused client funds," operated her practice of law without maintaining an ATA, and deposited legal fees directly into her personal account rather than first depositing such fees in her ABA.

On February 13, 2023, the OAE sent respondent a letter directing her to submit a detailed written reply to Shiekh's grievance by February 28. Eleven days later, during a February 24, 2023 telephone conversation with the OAE,

respondent alleged that she did not have "the necessary documents" to reply to the ethics grievance.

On March 1, 2023, following her failure to reply to the grievance, the OAE again spoke with respondent, who conceded that she did not maintain an ATA in connection with her practice of law. Respondent also admitted that she did not maintain an ABA in a New Jersey financial institution, as R. 1:21-6(a)(2) requires. At the conclusion of their conversation, the OAE informed respondent that she had until March 20 to submit her reply to Shiekh's grievance.

On March 20, 2023, respondent provided the OAE with various client ledger cards dating back to February 2022, when she had opened her practice of law.[10] However, respondent's submission neither addressed the allegations contained in Shiekh's ethics grievance nor demonstrated that she had opened a New Jersey ATA and ABA.

On March 22, 2023, the OAE called respondent, who claimed that she would submit her reply to the ethics grievance by the next day. Two days later, on March 24, 2023, respondent provided an "incomplete" written reply to the grievance. In her submission, she contended that Sheikh "was previously in charge of maintaining all financial records pertaining to client" funds. Respondent expressed her belief that Sheikh "was maintaining accurate

[10] The ledger cards were not included in the record before us.

financial records" and that she "did not discover" that her firm's financial records "were a complete mess . . . until after" she had terminated Shiekh's employment. Respondent also alleged that, following Shiekh's departure from her firm, he attempted to "lock" her out of accessing her firm's ABA, website, and "cloud-based" computer systems. Respondent asserted that, although she had regained access to some of her computer systems and had been "sifting through a puzzle of records . . . trying to piece it all together," she was "not quite there yet."

During a March 31, 2023 telephone conversation, the OAE informed respondent that her March 24 submission was "insufficient" in light of her continued failure to demonstrate that she had opened a New Jersey ATA and ABA.

Two weeks later, on April 11, 2023, the OAE sent respondent a letter directing that she submit (1) proof that she had opened a New Jersey ATA and ABA, (2) March 2023 client ledger cards, and (3) ABA bank statements and receipts and disbursements journals spanning from January 2022 through March 2023.

On April 24, 2023, respondent provided the OAE a copy of her application to open a New Jersey ATA and, on April 25, submitted "some" of the documents requested in the OAE's April 11 correspondence. However, respondent failed to

provide her ABA journals, appropriate client ledger cards, and proof that she had opened a New Jersey ABA.

One month later, on May 15, 2023, the OAE sent respondent another letter directing that she provide, by May 29, various financial records and written explanations concerning her ABA transactions. Specifically, the OAE required her to explain a $6,500 ABA disbursement and two ABA deposits, totaling $15,500, which did not appear on the ledger cards she previously had produced. Additionally, the OAE required her to provide ABA journals spanning from July 2022 through April 2023 and ABA bank statements spanning from February through July 2022. Moreover, the OAE directed respondent to provide corrected ledger cards accurately reflecting the dates in which she received and disbursed funds in connection with each client matter. Further, the OAE required respondent to provide "transaction statements" for her payment processing applications that allowed her to electronically receive or disburse funds from her personal bank account. Finally, the OAE required her to provide copies of retainer agreements underlying five separate client matters. Respondent, however, failed to comply.

On June 6 and 23, 2023, the OAE reminded respondent, in writing, of her obligation to submit the same overdue information and materials requested in its May 15 correspondence. The OAE also required her to submit an ATA bank

statement and a copy of an ATA check. The OAE warned her that her continued failure to cooperate could result in her immediate temporary suspension and expose her to a violation of RPC 8.1(b). Respondent again failed to reply.

On July 19, 2023, respondent's executive assistant sent the OAE a letter representing that respondent would submit the required materials "by the end of the day." However, respondent failed to comply.

One week later, on July 26, 2023, the OAE again notified respondent of her ongoing failure to provide the required financial records, retainer agreements, and explanations concerning her ABA transactions. The OAE informed her of its intent to petition for her temporary suspension, given her continued failure to cooperate.

Also on July 26, Kristian Crawford – respondent's husband and office manager – sent the OAE a letter claiming that he could not explain the two ABA deposits, totaling $15,000, which did not appear on respondent's previously provided client ledger cards. Crawford also informed the OAE that the $6,500 ABA disbursement represented client funds that respondent had disbursed to a client's mother, at the client's direction. Crawford's submission, however, failed to contain the required ABA journals and corrected client ledger cards. As Crawford maintained, respondent did not "know how to create" those materials. Moreover, Crawford's submission failed to include the required ATA and ABA

bank statements along with the "transaction statements" for her payment processing applications. Crawford's submission also contained only two of the five client retainer agreements requested by the OAE. However, Crawford maintained that respondent had retained an "accounting and bookkeeping company" to recreate her firm's records.

On August 9, 2023, the OAE sent respondent another letter directing that she submit, by August 23, (1) reconstructed ABA receipts and disbursements journals; (2) corrected client ledger cards; (3) payment processing application "transaction statements;" (4) retainer agreements underlying three client matters; and (5) a recent ATA bank statement. The OAE again warned respondent that her ongoing failure to cooperate could result in her immediate temporary suspension.

On August 22, 2023, the day before the August 23 deadline, respondent sent the OAE a letter noting that, given her recent personal issues, she could not, "in good faith, give a realistic timeline as to how long [it would] take" to provide the required submissions. In her letter, respondent claimed that the bookkeeping company could not complete its "analysis" of her firm's records because there were "a lot of gaps missing, and we are struggling to find documents that we fear may not exist." Respondent further alleged that her bank had informed her that it could not locate the monthly statements associated with at least one of her

firm's financial accounts.

On August 30, 2023, the OAE granted respondent an extension until September 20, 2023 to provide the required documents and information. After she failed to comply, the OAE petitioned the Court for her temporary suspension and, effective December 8, 2023, the Court temporarily suspended her.

On February 12, 2024, following her temporary suspension, the OAE informed respondent of her obligation to appear for the February 23, 2024 demand interview concerning her recordkeeping practices, among other allegations of misconduct, including her misappropriation of law firm funds while employed as an associate. She failed to appear for the demand interview, prompting the OAE to send her a final, March 11, 2024 letter instructing her to submit all the previously requested materials. Respondent failed to comply.

Following its investigation, the OAE concluded that respondent failed to comply with the recordkeeping requirements of R. 1:21-6 by failing to (1) maintain an ATA, as R. 1:21-6(a)(1) requires; (2) conduct three-way monthly ATA reconciliations, as R. 1:21-6(c)(1)(H) requires; (3) maintain ATA and ABA receipts and disbursements journals, as R. 1:21-6(c)(1)(A) requires; (4) maintain a correctly designated ABA at a New Jersey financial institution, as R. 1:21-6(a)(2) requires; (5) maintain compliant client ledger cards and a separate ledger for attorney funds held for bank charges, as R. 1:21-6(c)(1)(B) and R.

1:21-6(d), respectively, require; and (6) maintain a schedule of monthly client balances, as R. 1:21-6(c)(1)(B) requires. The OAE also determined that respondent deposited client funds in her ABA and "frequently" overdrew ABA funds, as R. 1:21-6(c)(1) and R. 1:21-6(d), respectively, prohibit.

Based on her numerous recordkeeping infractions, the OAE charged respondent with having violated RPC 1.15(d). Moreover, based on her failure to fully cooperate with the disciplinary investigation of her financial records, the OAE charged respondent with having violated RPC 8.1(b).

The Truchel Matter (Count IV)

In February 2023, respondent hired Michelle Truchel for photography services in connection with her April 2023 wedding. On April 28, 2023, following her wedding, respondent issued a $2,200 ABA check to Truchel as payment for her services. However, respondent's check was returned for insufficient funds.

Although Truchel attempted, on "numerous" occasions, to contact respondent for a replacement check, she failed to reply. Consequently, on June 7, 2023, Truchel filed an ethics grievance against respondent based on her failure to pay for the services rendered.

On September 7 and 27, 2023, the OAE sent respondent letters directing that she submit a written reply to Truchel's grievance. In its September 27 correspondence, the OAE warned respondent that her failure to cooperate could expose her to a violation of RPC 8.1(b). She, however, failed to reply.

Five months later, on February 12, 2024, following her temporary suspension, the OAE informed respondent of her obligation to appear for the February 23, 2024 demand interview concerning Truchel's ethics grievance, among other disciplinary matters, including the investigations of her recordkeeping practices and misappropriation of law firm funds. As detailed above, respondent failed to appear for the demand interview.

On March 11, 2024, the OAE sent respondent a letter allowing her a final opportunity to submit a detailed written reply to Truchel's grievance. However, respondent again failed to comply.

Based on respondent's total failure to cooperate with the OAE's investigation of Truchel's grievance, the OAE charged her with having violated RPC 8.1(b).[11]

[11] Based on respondent's failure to cooperate, the OAE determined that it could not clearly and convincingly establish that she provided Truchel the $2,200 ABA check knowing that it would not be honored due to insufficient funds, as required to sustain a violation of RPC 8.4(b) for criminally passing bad checks.

The McManus Client Matter (Count V)

In April 2023, Laurie McManus retained respondent to represent her in a matrimonial matter and, on April 10, 2023, issued a $5,000 personal check, made payable to respondent's law firm, for her legal fee underlying the representation. Respondent, however, failed to set forth to McManus, in writing, the basis or rate of her legal fee, as RPC 1.5(b) requires.

Following respondent's retention, McManus became concerned that respondent lacked experience to handle what she viewed as a potentially complex matrimonial matter. During her August 14, 2023 interview with the OAE, McManus also explained that respondent was not "very responsible" and would "forget appointments." McManus further claimed that her daughter and respondent "used to be friends" but later "had a falling out." Based on these circumstances, on May 18, 2023, McManus terminated respondent and retained a new lawyer to continue the representation.

Following respondent's termination, McManus repeatedly requested that respondent refund her unearned legal fee. During her interview with the OAE, McManus stated that respondent did not "do that much work for me" and expressed her view that respondent "definitely did not use up [the] $5,000 that

I had retained her with."[12] McManus also maintained that, when she called respondent to request a refund, respondent would reply that "you're not getting anything back unless you have your daughter call me." Moreover, McManus represented that, during one telephone conversation, respondent "yell[ed]" at her, which "caus[ed] [her] so much stress." McManus informed the OAE that she "kept begging" respondent to refund her unearned fee but, eventually, "just had to stop" because respondent's "angry" temperament was "affecting [her] health."

On August 14, 2023, two months after the conclusion of the representation, McManus filed an ethics grievance against respondent for her failure to refund her unearned legal fee. Thereafter, on September 5 and 26, 2023, the OAE sent respondent letters directing that she submit a detailed written reply to McManus's grievance along with a copy of McManus's client file. In its correspondence, the OAE warned respondent that her failure to cooperate could expose her to a violation of RPC 8.1(b). Respondent, however, failed to comply.

On February 12, 2024, two months after her December 2023 temporary suspension, the OAE notified respondent of her obligation to appear for the

[12] McManus told the OAE that, during the brief timeframe of the representation, she provided respondent with her basic financial information, following which respondent sent McManus "something" that McManus's new lawyer deemed "incomplete."

February 23, 2024 demand interview concerning McManus's and Truchel's respective ethics grievances, her recordkeeping practices, and her misappropriation of law firm funds. Respondent, however, failed to appear for the demand interview and, thereafter, failed to reply to the OAE's March 11, 2024 letter requesting that she provide a detailed written response to McManus's ethics grievance. As of September 30, 2024, the date of the formal ethics complaint, respondent had failed to refund any portion of her unearned legal fee to McManus.

Based on respondent's failure to set forth, in writing, the basis or rate of her legal fee to McManus, the OAE charged her with having violated RPC 1.5(b). Additionally, based on her failure to refund her unearned legal fee upon termination of the representation, the OAE charged her with having violated RPC 1.16(d). Finally, based on her total failure to cooperate with the disciplinary investigation of McManus's ethics grievance, the OAE charged her with having violated RPC 8.1(b).

The Drake Client Matter (Count VI)

In April 2022, Juan Drake retained respondent to file a child custody petition on his behalf. Between April 29 and July 27, 2022, Drake issued one "e-check" and made four "debit card" payments to respondent, totaling $3,000,

towards her legal fee. Respondent, however, failed to set forth, in writing, the basis or rate of her legal fee to Drake, as RPC 1.5(b) requires.

Following his first payment made on April 29, 2022, Drake met with respondent and provided her with various court documents concerning his custody matter. Thereafter, at some point between May 4 and June 2, 2022, respondent spoke with Drake regarding his child's medical history.

Following Drake's final payment to respondent, on July 27, 2022, he repeatedly attempted, over the course of several months, to contact her office for an update on his matter. Respondent, however, failed to reply to any of Drake's messages. Moreover, she altogether failed to file the child custody petition on Drake's behalf.

In May 2023, based on respondent's prolonged failure to reply to his numerous inquiries, Drake terminated the representation, requested that respondent refund her unearned legal fee, and began representing himself in connection with his matter. Meanwhile, in May 2023, Drake went to respondent's office and retrieved, from one of respondent's employees, the documents he previously had provided to respondent, in April 2022.

On June 8, 2023, Drake successfully called respondent, who told him that she would refund her entire $3,000 unearned legal fee within thirty days. Later that same date, Crawford – respondent's office manager and "billing specialist"

– sent Drake an e-mail stating that, "[a]s [respondent] explained to you this morning, your refund will be processed within [thirty] days as of today. Once processed, it will take 3-4 business days to reflect in your bank account." Respondent, however, failed to refund any portion of her $3,000 unearned legal fee to Drake.

Following respondent's failure to issue a refund, Drake filed for fee arbitration and, in late 2023, the District IX Fee Arbitration Committee (the FAC) issued a determination requiring respondent to refund her entire $3,000 unearned fee to Drake and referring the matter to the OAE for investigation.

Between February 28 and May 1, 2024, the OAE sent respondent three letters directing that she provide (1) a detailed written reply to the FAC's referral, (2) a copy of Drake's client file, and (3) copies of all written communications between herself and Drake. In its correspondence, the OAE reminded respondent that her continued failure to cooperate could exposure her to a violation of RPC 8.1(b). Respondent, however, failed to reply.

Based on respondent's failure to perform any legal work on Drake's matter during the more than one-year representation, the OAE charged her with having violated RPC 1.1(a) and RPC 1.3. Similarly, based on her failure to reply to Drake's numerous attempts at communication throughout the representation, the OAE charged respondent with having violated RPC 1.4(b). Moreover, by

failing to set forth, in writing, the basis or rate of her legal fee to Drake, the OAE charged respondent with having violated RPC 1.5(b).

Based on her failure to refund any portion of her $3,000 unearned legal fee to Drake following the conclusion of the representation, the OAE charged her with having violated RPC 1.16(d). Further, by misrepresenting to Drake, in June 2023, that her firm would issue a refund within thirty days but then failing to do so, the OAE charged her with having violated RPC 8.4(c).

In addition, based on her complete failure to cooperate with the disciplinary investigation of Drake's matter, the OAE charged her with having violated RPC 8.1(b). Finally, based on her failure to file an answer to the formal ethics complaint, the OAE charged respondent with having committed an additional violation of RPC 8.1(b).

Analysis and Discipline

Violations of the Rules of Professional Conduct

Following our review of the record in this matter, we find that the facts set forth in the formal ethics complaint support all the charges of unethical conduct by clear and convincing evidence. 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. R. 1:20-4(f)(1).

The J.P. and Town Client Matters

In Wilson, 81 N.J. at 455 n.1, the Court described knowing misappropriation as follows:

> Unless the context indicates otherwise, "misappropriation" as used in this opinion means any unauthorized use by the lawyer of clients' funds entrusted to him, including not only stealing, but also unauthorized temporary use for the lawyer's own purpose, whether or not he derives any personal gain or benefit therefrom.

In Siegel the Court addressed, for the first time, the question of whether knowing misappropriation of law firm funds should result in disbarment. Siegel, 133 N.J. at 168. During a three-year period, Siegel, a partner at his firm, converted more than $25,000 in funds from his firm by submitting false disbursement requests to the firm's bookkeeper. Id. at 165. Although the disbursement requests listed ostensibly legitimate purposes, they represented Siegel's personal, luxury expenses, including tennis club fees, theater tickets, and sports memorabilia. Ibid. The payees were not fictitious; however, the stated purposes of the expenses were. Ibid.

Although we did not recommend Siegel's disbarment, the Court agreed with our dissenting public members, who "saw no ethical distinction between

the prolonged, surreptitious misappropriation of firm funds and the misappropriation of client funds." Id. at 166-67. The Court concluded that knowing misappropriation from one's partners is just as wrong as knowing misappropriation from one's clients, and that disbarment was the appropriate discipline. Id. at 170.

In In re Sigman, 220 N.J. 141 (2014), the Court explained that it had "construed the 'Wilson rule, as described in Siegel,' to mandate the disbarment of lawyers found to have misappropriated firm funds '[i]n the absence of compelling mitigating factors justifying a lesser sanction, which will occur quite rarely.'" Sigman, 220 N.J. at 157 (alteration in original) (quoting In re Greenberg, 155 N.J. 138, 67-68 (1998)).

Applying these principles, we determine that respondent knowingly and brazenly misappropriated law firm funds in connection with the J.P. client matter, in violation of RPC 1.15(a) and the principles of Wilson and Siegel. Specifically, after hiring respondent as an associate attorney in March or April 2021, the Firm explained to her that, when accepting the representation of a client, the Firm (1) prepares a retainer agreement, (2) creates a client file, and (3) arranges for the client to pay the Firm directly for its services. Consequently, respondent was keenly aware that she was prohibited from depositing legal fees from clients directly into her personal account.

In July 2021, J.P. retained the Firm in connection with a child custody matter and, thereafter, in or before September 2021, sought to retain the Firm regarding a domestic violence matter. Given that the Firm previously had assigned respondent to handle the child custody representation, J.P. contacted respondent, who, without the Firm's knowledge, instructed J.P. to remit a $2,000 retainer fee directly to her for the domestic violence representation. To justify her improper request, respondent falsely informed J.P. that "it would cost more for [the] representation if done through the [Firm]." Moreover, to conceal her receipt of the Firm's funds, respondent intentionally failed to create a record for J.P.'s domestic violence matter and instructed J.P. to electronically transfer $1,000 of the $2,000 retainer fee directly to her personal account, in violation of RPC 8.4(c).[13]

Following her receipt of J.P.'s funds, respondent failed to appear for a scheduled hearing in connection with J.P.'s domestic violence matter. Thereafter, in November 2021, J.P. terminated the domestic violence representation based on his view that he was "doing all the work." Consequently, he "cancelled" his $1,000 money order made payable to respondent and requested that she refund his $1,000 fee that he had electronically transferred

[13] As detailed above, in addition to the $1,000 that J.P. remitted to respondent's personal account, he obtained a $1,000 money order made payable only to respondent, as she had instructed. However, the record before us is unclear whether respondent received the money order funds.

directly to her personal account. Respondent, however, failed to comply with J.P.'s repeated requests for a refund. Indeed, until J.P. confronted respondent with a recording of a telephone conversation in which she purportedly told him, "who are they going to believe, me or you," respondent refused to agree to refund J.P.

On January 25, 2022, approximately two months after the termination of the domestic violence representation, and following respondent's failure to issue a refund, J.P. left a voicemail message for the Firm's managing partner stating that the Firm owed him $1,000. When the managing partner questioned respondent regarding J.P.'s message, she refused to disclose her receipt of the Firm's funds and the existence of the domestic violence representation. Rather, she told the partner she would contact J.P. and "address" his "misunderstanding" of the Firm's fees underlying the child custody matter. Following her discussion with the managing partner, she immediately issued a $613 partial refund to J.P.

On January 27, 2022, during a conversation with J.P., the managing partner discovered the domestic violence representation and respondent's direct receipt of J.P.'s $1,000 in misappropriated law firm funds, $387 of which respondent had yet to refund to J.P, given that those legal fees were unearned. Additionally, during his conversation with J.P., the managing partner learned that respondent had "begged" J.P. not to disclose to the Firm her direct receipt

of its legal fees.

On January 31, 2022, three days after respondent refunded the remaining $387 in unearned legal fees to J.P., the Firm met with respondent and terminated her employment. However, during their meeting, respondent falsely informed the managing partner that J.P. had "insisted on sending the money directly to her" and that she had not received fees directly from clients in connection with any other matters.

Respondent, however, also knowingly misappropriated law firm funds in connection with the Town client matter, in violation of RPC 1.15(a) and the principles of Wilson and Siegel. Specifically, in November 2021, Town purported to retain the Firm to represent her in a matrimonial matter. During Town's initial consultation, respondent falsely informed her that the managing partner had agreed to allow the Firm to handle the entire representation for only a $1,000 total flat fee, in violation of RPC 8.4(c). Respondent further lied to Town that she was required to remit the $1,000 total flat fee directly to respondent's personal account, based on her false assertion that she previously had "fronted the retainer monies" to the Firm. Compounding her deception, respondent intentionally concealed Town's matter from the Firm, in order to obscure her anticipated receipt of Town's $1,000 legal fee, in violation of RPC 8.4(c).

Thereafter, on December 30, 2021, Town electronically transferred $1,000 to respondent's personal account, unaware that her spouse previously had provided respondent $500 towards the $1,000 flat fee for the representation. Respondent, however, altogether failed to inform Town that her spouse had provided $500 towards the representation and, instead, accepted Town's $1,000 payment towards the total flat fee, in violation of RPC 8.4(c).

On January 31, 2022, based on her misconduct underlying J.P.'s client matter, the Firm terminated respondent's employment, by which time respondent had failed to perform any legal work for Town. Following respondent's termination, the managing partner discovered Town's matter and agreed to handle her entire matrimonial representation for only $1,000, pursuant to the terms of respondent's fraudulent retainer agreement with Town utilizing the Firm's letterhead. Thereafter, despite the managing partner's repeated requests, respondent failed to refund the $1,500 in misappropriated law firm funds to the Firm, forcing the managing partner to contact respondent's father, who, in February 2022, issued a $1,500 refund check to the Firm.

Following the filing of the managing partner's ethics grievance, respondent failed to adequately cooperate with the OAE's investigation of her misappropriation of law firm funds, in violation of RPC 8.1(b). Specifically, between January and September 2023, respondent repeatedly failed to comply

with the OAE's numerous requests to submit a detailed written explanation concerning her misconduct underlying Town's client matter.[14] Moreover, during that timeframe, respondent failed to appear for two scheduled demand interviews, prompting the OAE, in October 2023, to successfully petition the Court for her temporary suspension, based on her prolonged failure to cooperate. Thereafter, respondent, without any justification, failed to appear for a third, February 23, 2024 scheduled demand interview. Finally, on March 11, 2024, the OAE allowed respondent a final opportunity to submit a detailed reply to the ethics grievance underlying Town's client matter. Respondent, however, failed to comply and, instead, declared to the OAE that she would "no longer accept being gaslighted and told I did not produce documents or fully explain everything." In our view, respondent's failure to cooperate demonstrates her total indifference to the disciplinary process.

The McQueen Client Matter

We also determine that respondent engaged in misconduct in connection with her representation of McQueen, who, in March 2022, retained respondent to represent her in a child custody matter.

[14] As detailed above, the record before us is unclear whether respondent adequately replied to the portion of the ethics grievance concerning J.P.'s client matter.

Specifically, respondent violated RPC 1.5(a) by including, in her written fee agreement with McQueen, a provision that her $3,000 "flat fee" for the representation was "non-refundable," as R. 5:3-5(b) governing fee agreements in civil family actions expressly prohibits. See In the Matter of Jose M. Cameron, DRB 16-097 (June 21, 2016) (finding that the attorney violated RPC 1.5(a) by entering into a fee agreement with his matrimonial client requiring the payment of a non-refundable legal fee), so ordered, 225 N.J. 370 (2016).

Moreover, respondent violated RPC 1.5(b) by failing to comply with the numerous substantive requirements of R. 5:3-5(a), which, as we recently observed, is "designed to protect clients and fully inform them of their rights and responsibilities." In the Matter of Dennis Todd Hickerson-Breedon, DRB 24-039 (August 19, 2024) at 27 (finding that the attorney violated RPC 1.5(b) by failing to include nearly all the information required by R. 5:3-5(a) in his written fee agreement with a matrimonial client), so ordered, 258 N.J. 518 (2024). Specifically, respondent's fee agreement with McQueen failed to (1) describe the legal services not encompassed by the representation; (2) state the frequency in which legal bills would be issued; (3) note her hourly rate and the rates of other attorneys who may provide legal services; and (4) specify whether rate increases were agreed to and, if so, the frequency and notice thereof to be given to McQueen.

On May 24, 2022, two months after McQueen's execution of the improper fee agreement, respondent's office manager attempted to send McQueen a $2,478 invoice for 8.32 hours of total purported legal work performed by respondent and her associate. The invoice stated that respondent charged a $300 hourly rate in March 2022 and a $350 hourly rate in April 2022. Moreover, the invoice noted that her associate charged a $275 hourly rate. Although McQueen did not receive respondent's invoice until the intervention of disciplinary authorities in this matter, respondent's attempt to charge McQueen an hourly rate for her firm's legal services contradicted the express terms of her fee agreement in which she had agreed to handle the matter for a $3,000 flat fee.

On May 28, 2022, McQueen terminated the representation, based on her contention that respondent had failed to reply to her repeated inquiries concerning her case, and directed respondent to refund the unearned portion of her $3,000 flat fee. Respondent, however, violated RPC 1.16(d) by altogether failing to refund her $522 unearned fee.

During her September 2023 interview with the OAE, respondent alleged that, in May 2022, she had directed her office manager to refund McQueen, and that she previously had been unaware that McQueen had not received a refund. At the conclusion of her September 2023 interview, respondent expressed her commitment to issue the $522 refund to McQueen. However, as of September

30, 2024, more than two-and-a-half years after McQueen first requested a refund, respondent still had failed to disgorge her unearned legal fee.

The Recordkeeping Investigation

Additionally, we determine that respondent violated RPC 1.15(d) by committing numerous, serious recordkeeping infractions. Specifically, the OAE's audit revealed that respondent had failed to maintain (1) an ATA; (2) ATA and ABA receipts and disbursements journals; (3) a correctly designated ABA at a New Jersey financial institution; (4) compliant client ledger cards and a separate ledger for attorney funds held for bank charges; and (5) a schedule of monthly client balances. Similarly, respondent improperly deposited client funds in her ABA, frequently overdrew ABA funds, and failed to conduct three-way monthly ATA reconciliations.

Moreover, respondent violated RPC 8.1(b) by failing to cooperate with the OAE's investigation of her financial records. Specifically, between February and August 2023, the OAE sent respondent numerous letters directing that she provide, among other materials, a detailed written reply to Shiekh's ethics grievance concerning her recordkeeping practices, proof that she had opened a New Jersey ATA and ABA, and various financial records, including her ABA journals. Although respondent, initially, provided some of the required materials

to the OAE, in our view, by August 2023, she ceased any meaningful cooperation, despite the OAE's outstanding requests for her (1) reconstructed ABA records; (2) client ledger cards; (3) retainer agreements underlying three client matters; (4) payment processing application transaction statements concerning her personal accounts; and (5) a recent bank statement demonstrating that she had opened an ATA at a New Jersey financial institution. Consequently, effective December 8, 2023, the Court temporarily suspended respondent based on her prolonged failure to cooperate.

In February 2024, following her temporary suspension, respondent's failure to cooperate persisted. Specifically, she failed to appear for a scheduled demand interview concerning, among other disciplinary investigations, her firm's recordkeeping practices. Thereafter, respondent failed to comply with the OAE's final, March 11, 2024 request for her outstanding financial records. Rather than attempt to comply, respondent merely told the OAE, among other declarations, that its investigation was "getting out of control. I am shutting down my firm [because] I cannot take this anymore." Accordingly, we find that respondent openly and brazenly failed to cooperate with the OAE's financial audit.

The Truchel Matter

We further determine that respondent violated RPC 8.1(b) by altogether failing to cooperate with the OAE's investigation of Truchel's ethics grievance.

Specifically, Truchel's grievance alleged that, after providing photography services for respondent's April 2023 wedding, respondent issued a $2,200 ABA check to Truchel as payment for her services. However, respondent's check was returned for insufficient funds, and she failed to comply with Truchel's repeated requests for a replacement check.

Between September 7, 2023 and March 11, 2024, respondent failed to reply to the OAE's multiple letters directing that she submit a written response to Truchel's ethics grievance. Moreover, she failed to appear for the February 23, 2024 demand interview concerning Truchel's grievance, among other disciplinary investigations. Based on these circumstances, we conclude that respondent engaged in a total lack of cooperation with the OAE's investigation.

The McManus Client Matter

We determine that respondent violated RPC 1.5(b) by failing to set forth, in writing, the basis or rate of her legal fee to McManus underlying her matrimonial matter. Specifically, on April 10, 2023, McManus issued a $5,000 personal check to respondent towards her legal fee. Respondent, however, failed

to explain to McManus, in writing or otherwise, whether that $5,000 sum represented her total legal fee or merely a $5,000 retainer fee. Indeed, respondent failed to comply with all the substantive requirements of R. 5:3-5(a) governing legal fees in civil family actions, including explaining to McManus, in writing, whether she intended to charge an hourly rate for her services.

On May 18, 2023, approximately one month after respondent's retention, McManus terminated the representation based on her concerns regarding respondent's potential lack of experience and failure to recall "appointments." Moreover, McManus's decision to terminate the representation was based, in part, on the purported deterioration of her daughter's friendship with respondent. Following her termination as counsel, respondent violated RPC 1.16(d) by failing to comply with McManus's repeated requests for a refund of her unearned legal fee.

Although the amount of respondent's unearned legal fee is unclear based on the record before us, McManus informed the OAE that respondent did not "do that much work for me" during the limited representation and "definitely did not use up" her $5,000 fee. Respondent, arguably, conceded to McManus that she was entitled to a refund for an unspecified sum, given that she told McManus "you're not getting anything back unless you have your daughter call me." Although McManus "kept begging" respondent for a refund, she refused

to comply. Rather, she repeatedly berated or "yell[ed]" at McManus, behavior which "affect[ed]" McManus's health and resulted in needless "stress." As of September 30, 2024, respondent had failed to disgorge any portion of her unearned legal fee.

Following the filing of McManus's August 2023 ethics grievance, respondent violated RPC 8.1(b) by refusing to cooperate with the OAE's investigation of her conduct underlying this matter. Specifically, between September 5, 2023 and March 11, 2024, respondent completely ignored the OAE's multiple letters and failed to attend a scheduled demand interview concerning her actions connected to McManus' matter, demonstrating her total indifference to the disciplinary process.

The Drake Client Matter

We again determine that respondent violated RPC 1.5(b) by failing to set forth, in writing, the basis or rate of her legal fee to Drake concerning his child custody matter. Specifically, between April and July 2022, Drake paid a total of $3,000 to respondent towards her legal fee. Respondent, however, failed to comply with R. 5:3-5(a) concerning her fee arrangement with Drake, including explaining to her client, in writing or otherwise, whether she intended to charge an hourly rate for her legal services. Similarly, respondent failed to explain to

Drake whether her $3,000 fee constituted a flat fee arrangement or a mere retainer fee to be drawn down based on her hourly rate.

Prior to remitting his final payment to respondent, Drake provided her with various court documents concerning his matter and spoke with respondent, on one occasion, regarding his child's medical history. However, following his final payment to respondent, she failed, for several months, to reply to his repeated inquiries concerning the status of his case, in violation of RPC 1.4(b). Moreover, respondent altogether failed to file the child custody petition for which she had been retained. Indeed, she failed to perform any meaningful legal work for Drake in connection with his matter, in violation of RPC 1.1(a) and RPC 1.3. Respondent's inaction forced Drake to represent himself in his matter.

In May 2023, following respondent's prolonged failure to communicate, Drake terminated the representation and requested that she refund her entire $3,000 unearned legal fee. Thereafter, on June 8, 2023, Drake successfully called respondent, who advised him that she would issue a $3,000 refund within thirty days. Consistent with respondent's telephone conversation with Drake, Crawford sent Drake an e-mail stating that his full "refund will be processed within [thirty] days as of today." Respondent, however, failed to refund any portion of her $3,000 unearned legal fee to Drake, even after he successfully obtained a $3,000 FAC determination in his favor, in violation of RPC 1.16(d).

Similarly, we determine that respondent violated RPC 8.4(c) by falsely promising Drake, in June 2023, that she would fully refund her unearned legal fee within thirty days.

Absent corroboration, we typically have dismissed, for lack of clear and convincing evidence, charges that attorneys violate RPC 8.4(c) by failing to fulfill their commitment to refund their unearned legal fees. See In the Matter of Howard A. Miller, DRB 24-187 (February 5, 2025) (dismissing an RPC 8.4(c) charge premised on the attorney's failure to fulfill his promise to reimburse his unearned fees to his client; although the attorney acknowledged his obligation to refund his client, he expressed his mistaken view that such a refund would have been improper until the conclusion of his ethics proceedings; we noted that, absent corroboration, there was insufficient evidence that the attorney had engaged in a knowing act of deception), and In the Matter of Ty Hyderally, DRB 11-016 (July 12, 2011) (noting that violations of RPC 8.4(c) require proof of intent).

Here, unlike Miller, who withheld his promised refund based on a mistaken belief that such action would have been improper prior to the conclusion of his ethics matter,[15] respondent, in our view, appeared to lack any

[15] As we recently observed, it is not improper for an attorney to refund an unearned legal fee prior to the conclusion of disciplinary proceedings. In the Matter of Joseph A. Fortunato, DRB 24-206 (November 22, 2024) at 3.

genuine intent to follow through on her express commitment to refund her unearned legal fee. Indeed, her failure to fulfill her promise to Drake is strikingly similar to her misconduct underlying the McQueen and McManus client matters, where, despite acknowledging her financial obligations to her clients, she failed to refund her unearned fees after failing to perform any meaningful legal work on her clients' behalf. Indeed, even after the issuance of an adverse FAC determination, respondent's failure to disgorge her unearned legal fee persisted. Accordingly, when viewed against the totality of her dishonest behavior permeating throughout this serious ethics matter, we conclude that respondent's purported commitment to issue a refund constituted nothing more than a false promise to reimburse her client for the legal services that she altogether failed to perform.

Additionally, respondent violated RPC 8.1(b) by failing to cooperate with the OAE's investigation of her conduct underlying Drake's client matter. Specifically, between February 28 and May 1, 2024, respondent ignored the OAE's multiple letters requesting a detailed written reply to the FAC's referral, a copy of Drake's client file, and copies of all communications with her client.

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

In sum, we find that the allegations of the formal ethics complaint clearly and convincingly establish that respondent knowingly misappropriated law firm funds in the J.P. and Town client matters, in violation of RPC 1.15(a) and the principles of Wilson and Siegel. In addition, we find that respondent violated RPC 1.1(a); RPC 1.3; RPC 1.4(b); RPC 1.5(a); RPC 1.5(b) (three instances); RPC 1.15(d); RPC 1.16(d) (three instances); RPC 8.1(b) (six instances); and RPC 8.4(c) (five instances). The sole issue left for determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

The crux of respondent's misconduct is her knowing misappropriation of law firm funds, as exacerbated by her unrelenting dishonesty towards the Firm and her clients, her demonstrated indifference to the interests of her clients, and her protracted refusal to cooperate in these six ethics matters consolidated by the OAE for the imposition of discipline.

When an "attorney misappropriates law firm funds, the facts and circumstances of the particular case determine the sanctions warranted, up to and including disbarment." In re Barrett, 238 N.J. 517, 523 (2019) (citing Siegel, 133 N.J. at 170 (wherein the Court held that "knowingly misappropriating funds – whether from a client or from one's partners – will generally result in

disbarment"), and Sigman, 220 N.J. at 158 (noting that the Court's holding in Siegel "is not, and has never been, absolute, and that '[t]he Court has recognized in other settings that there are cases that warrant discipline short of disbarment'")).

Lesser sanctions have been imposed where attorneys have been engaged in business disputes with their law firms. See, e.g., In re Nelson, 181 N.J. 323 (2004); In re Glick, 172 N.J. 319 (2002); In re Paragano, 157 N.J. 628 (1999); In re Bromberg, 152 N.J. 382 (1998) (wherein the Court imposed discipline short of disbarment when each attorneys' misappropriation of law firm funds occurred in the context of legitimate business disputes with their firms).

Similarly, in Sigman, the Court, in a reciprocal discipline matter, suspended an associate attorney for thirty months – the same discipline he received in Pennsylvania – for his misappropriation of law firm funds that had arisen during a genuine business dispute with his firm. 220 N.J. at 162. In that matter, Sigman kept legal and referral fees, over a four-year period, repeatedly violating the terms of his employment contract. Id. at 145. Sigman knew he was prohibited from handling client matters and referrals independent of the firm, but did so anyway, and instructed clients to issue checks for fees directly to him. Id. at 147-48. In total, he withheld $25,468 from the firm. Id. at 145.

After the firm terminated Sigman's employment, but prior to the imposition of discipline in Pennsylvania, he successfully sued his prior employer, resulting in the award of $123,942.93 in legal and referral fees that the firm wrongfully had withheld from him. Id. at 151. During the disciplinary proceedings, however, Sigman did not cite the fee dispute with his firm as justification for his misappropriation. Id. at 162. For his violations of RPC 1.15(a) and (b), RPC 3.4(a), and RPC 8.4(c), the Pennsylvania Supreme Court, citing substantial mitigation, suspended Sigman for thirty months. Ibid.

In New Jersey, the Court imposed a reciprocal thirty-month suspension, noting the presence of compelling mitigating factors, including (1) Sigman's lack of prior discipline in Pennsylvania or New Jersey; (2) his character references demonstrating his significant contributions to the bar and underserved communities; (3) his admission of wrongdoing and cooperation with disciplinary authorities; (4) the fact that he did not steal funds belonging to a client; (5) the fact that his misappropriation occurred in the context of fee payment disputes and a deteriorating relationship with his firm, where he ultimately was vindicated; and (6) the fact that his misconduct was reported only after the conflict over fees had escalated. Id. at 161.

Recently, in In re Kelly, 260 N.J. 123 (2025), the Court imposed a two-year suspension on a salaried partner found to have misappropriated law firm

funds by directly billing several clients for legal services. In the Matter of William C. Kelly, DRB 24-140 (December 11, 2024) at 27. Although Kelly had no business dispute with his firm, we found that compelling mitigation warranted discipline short of disbarment, including (1) the lack of evidence that his misconduct had a negative effect on either his known clients or his clients for whom he performed outside legal services; (2) the fact that his firm did not seek to recover any funds from him; (3) his status as a non-equity partner in which he did not share in his firm's profits; (4) the lack of evidence that he took existing clients from the firm or that the firm would have taken the clients for whom he performed outside legal work; (5) his remorse, contrition, and cooperation with disciplinary authorities; and (6) his lack of prior discipline in his lengthy career at the bar. Id. at 33. We recommended the imposition of a three-year suspension. Id. at 38. However, the Court, citing Sigman, imposed a two-year suspension, noting that "knowing misappropriation of law firm funds may warrant disbarment," though mitigating factors may justify a lesser sanction.

In the absence of compelling mitigation or a legitimate business dispute over fees, the Court invariably has disbarred attorneys for knowing misappropriation of law firm funds.

For instance, in In re Staropoli, 185 N.J. 401 (2005), an associate attorney received a one-year suspension in Pennsylvania and Delaware, but was disbarred in New Jersey, for retaining a $3,000 legal fee, two-thirds of which belonged to his firm. Staropoli was aware that contingent fees were to be divided in certain percentages between the firm and its associates, if the associates originated the cases. In the Matter of Charles C. Staropoli, DRB 04-319 (March 2, 2005) at 2. In May 2000, Staropoli settled a personal injury case he had originated, earning a contingent fee. Id. at 2. The insurance company issued a check payable to both Staropoli and the client. Ibid. Staropoli, however, did not tell the firm of his receipt of the check and deposited it in his personal bank account, rather than the firm's account. Ibid. He then distributed $6,000 to the client and kept the $3,000 fee for himself. Ibid.

We issued a divided decision. Four Members found that Staropoli's single aberrational act should not require "the death penalty on [his] New Jersey law career." Id. at 22. The four Members who voted for disbarment found that Staropoli did not have a reasonable belief of entitlement to the funds that he withheld from the firm, and that he had advanced no other valid reason for his misappropriation of law firm funds. Id. at 20. The Court agreed and disbarred him. Staropoli, 185 N.J. 401.

In a more recent case, In re Nicholson, 235 N.J. 331 (2018), the Court disbarred an associate attorney who knowingly misappropriated her law firm's funds in connection with her attempts to assist the firm in collecting outstanding legal fees. In the Matter of Christie-Lynn Nicholson, DRB 18-037 (July 30, 2018) at 4. Per Nicholson's instructions, twelve law firm clients directly paid her a total of $19,161 toward outstanding legal fees, which she deposited in her personal bank account. Id. at 4-5. The client payments represented both legal fees owed to the firm for completed legal services and fees advanced for future legal services. Id. at 5. Nicholson did not remit the client payments to the firm, even though she was neither authorized to settle outstanding fees nor entitled to retain any legal fees paid to the firm. Ibid.

To conceal her misconduct, Nicholson removed pages from the firm's receipts book; intercepted monthly billing invoices, so that clients would not learn that their payments were not properly credited to their outstanding balances; instructed clients to lie to the firm's managing partner about making cash payments directly to her after the firm's normal business hours; and maintained secret notes concerning potential new clients, some of whom retained her to perform work outside the scope of her employment with the firm. Id. at 5, 13. Although Nicholson collected fees from those potential new clients, she never performed the legal services. Id. at 5.

After discovering Nicholson's misconduct, the managing partner terminated her employment and filed a criminal complaint, charging her with multiple counts of theft. Id. at 18. Nicholson, however, improperly threatened the managing partner that, unless he withdrew the criminal charges and the information that he had given to the New Jersey Department of Labor, she would report him to the relevant authorities for purported "'counter allegations' of fraud and crimes." Id. at 18-19.

In recommending Nicholson's disbarment, we found no evidence that she took the firm's funds in connection with a colorable business dispute, as in Sigman. Id. at 31. Rather, we found that Nicholson's protracted scheme of dishonesty and theft from the law firm compelled her disbarment, as in Siegel and Staropoli. Id. at 31-32.

Here, unlike in Sigman, the record before us is devoid of any evidence that respondent's misappropriation of law firm funds arose out of a business dispute over fees. Moreover, unlike in Kelly, respondent, in our view, has presented no compelling mitigating factors to justify a sanction short of disbarment.

Rather, we find that her misconduct bears striking resemblance to that of the disbarred attorney in Nicholson, who engaged in a protracted scheme of dishonesty and theft from her law firm. Like Nicholson, respondent, in the J.P.

client matter, misappropriated law funds from an existing client of the Firm. To ensure the success of her scheme, she (1) instructed J.P. to pay her directly for the matter; (2) lied to J.P. that "it would cost more for [the] representation if done through the [Firm];" (3) directed J.P. not to disclose to the managing partner her receipt of his legal fees; and (4) intentionally failed to create a record for J.P.'s domestic violence matter.

Following her receipt of J.P.'s $1,000 in misappropriated legal fees, respondent – like Nicholson – failed to perform the promised legal services, prompting J.P. to terminate the representation and request a refund. Respondent, however, refused to agree to refund J.P. until he confronted her with a recording of a telephone conversation in which she purportedly told him, "who are they going to believe, me or you?"

After respondent failed to issue a refund, J.P. left a voicemail message for the managing partner noting that the Firm owed him $1,000. When the managing partner questioned respondent regarding the voicemail message, she refused to disclose both the domestic violence representation and her failure to refund the misappropriated legal fees. Only after the managing partner directly spoke with J.P. did he discover the existence of the domestic violence representation and respondent's misappropriation of law firm funds. However, during the Firm's meeting with respondent terminating her employment, she continued to lie by

claiming that J.P. had insisted on paying her directly and "that the incident with [J.P.] was a one-time mistake."

Following the termination of her employment, the Firm discovered that respondent also had misappropriated law firm funds in connection with the Town client matter. Specifically, respondent lied to Town that the Firm had agreed to handle her matrimonial matter for only $1,000, memorialized that fraudulent promise on a written fee agreement utilizing the Firm's letterhead, and, to ensure her direct receipt of Town's funds, misrepresented to her client that she previously had "fronted the retainer monies" to the Firm. Respondent's lies, however, did not end there. Specifically, prior to her receipt of Town's $1,000 payment, she concealed from Town the fact that Town's spouse already had paid respondent $500 towards the $1,000 flat fee, in an apparent attempt to steal unauthorized fees from Town.

Following respondent's termination, the Firm independently discovered Town's client matter for which respondent had failed to perform any legal work. Her misconduct, however, resulted in significant harm to the Firm, given that it was forced to handle Town's entire matrimonial matter for only the $1,000 flat fee, an arrangement which Town previously believed the Firm had authorized. Unlike the law firm in Kelly, which did not seek to recover any misappropriated funds from the attorney, respondent refused to refund the $1,500 in

misappropriated funds to the Firm, resulting in respondent's father reimbursing the Firm on her behalf. Moreover, as the managing partner informed the OAE, the Firm was forced to reimburse many of respondent's clients "by half or more" because of her purported failure to perform the legal services for which she had billed.

Respondent, however, did not attempt to reform her behavior after her termination from the Firm and the opening of her practice of law. Rather, in connection with the McManus, McQueen, and Drake client matters, she accepted legal fees from family law clients and performed no meaningful legal work on their behalf. Additionally, in those matters, respondent refused to refund her unearned legal fees to her clients, despite acknowledging to the OAE or to her clients their entitlement to a refund. Rather, respondent lied to Drake that she would issue a refund, berated McManus that she would "not get[] anything back unless you have your daughter call me," and refused to fulfill her commitment to the OAE to refund McQueen, despite the passage of more than two and a half years since McQueen first requested a refund, in May 2022. Respondent's dishonest conduct resulted in serious financial harm to her clients – who never recovered their promised funds – and caused significant emotional distress to McManus – who "just had to stop" requesting a refund, given that respondent's volatile behavior was "affecting [her] health."

Respondent's callous indifference to the interests of her clients bears some resemblance to that of the disbarred attorney in In re Moore, 143 N.J. 415 (1996), who accepted retainers in two matters and then failed to take any action on behalf of his clients. In the Matters of John A. Moore, DRB 95-163 and DRB 95-239 (December 4, 1995) at 7-8. Although Moore agreed to refund one of the retainers and was ordered to do so after a fee arbitration proceeding, he retained the funds and then disappeared. Id. at 8. Moore failed to cooperate with the disciplinary investigation. Ibid. In recommending disbarment, we observed:

> It is unquestionable that [Moore] holds no appreciation for his responsibilities as an attorney. He has repeatedly sported a callous indifference to his clients' welfare, the judicial system and the disciplinary process . . . . [We] can draw no other conclusion but that [Moore] is not capable of conforming his conduct to the high standards expected of the legal profession.
>
> [Id. at 8-9.]

Like Moore, respondent has, for years, ignored her clients repeated pleas to refund her unearned fees, even where the FAC has directed her to do so, as occurred in Drake's client matter.

Compounding her disturbing trend of mistreating clients, respondent failed, despite numerous opportunities, to cooperate in the OAE's multiple disciplinary investigations encompassing this matter. See In re Brown, 248 N.J. 476 (2021) (in aggravation, we described the attorney's obstinate refusal to

participate, in any way, in the disciplinary process across five client matters as "the clearest of indications that she ha[d] no desire to practice law in New Jersey;" we recommended the attorney's disbarment based, in part, on her utter lack of regard for the disciplinary system with which she was duty-bound to cooperate but rebuffed at every turn). Finally, respondent failed to file an answer to the formal ethics complaint and allowed this matter to proceed as a default, demonstrating her disinterest in maintaining her law license and in participating in the disciplinary process underlying this serious ethics matter. See In re Kivler, 193 N.J. 332, 342 (2008) (citations omitted) (an attorney'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").

Conclusion

In conclusion, we determine that there is no compelling mitigation or evidence of any business dispute to justify a sanction less than disbarment for respondent's knowing misappropriation of law firm funds. During her relatively brief career at the bar, she has engaged in an unrelenting course of dishonesty in an attempt to line her own pockets at the expense of her former employer and clients, who all suffered significant harm based on her failure to adhere to the

basic ethical and professional precepts demanded of all New Jersey attorneys. Accordingly, disbarment is the only appropriate sanction, pursuant to the principles of Siegel as applied by subsequent disciplinary precedent. Therefore, we need not address the appropriate quantum of discipline for respondent's additional ethics violations.

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. Mary Catherine Cuff, P.J.A.D. (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 Brittany L. Parisi
Docket No. DRB 25-010

Decided: April 10, 2025

Disposition: Disbar

Members	Disbar
Cuff	X
Boyer	X
Campelo	X
Hoberman	X
Menaker	X
Modu	X
Petrou	X
Rodriguez	X
Spencer	X
Total:	9

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