DISCIPLINARY REVIEW BOARD

OF THE

SUPREME COURT OF NEW JERSEY

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November 25, 2025

Heather Joy Baker, Clerk
Supreme Court of New Jersey
P.O. Box 970
Trenton, New Jersey 08625-0962

Re: **In the Matter of David Jason Singer**
Docket No. DRB 25-245
District Docket No. XIII-2021-0006E

Dear Ms. Baker:

The Disciplinary Review Board (the Board) has reviewed the motion for discipline by consent (censure or such lesser discipline as the Board deems appropriate) filed by the District XIII Ethics Committee (the DEC) in the above matter, pursuant to R. 1:20-10(b). Following a review of the record, the Board granted the motion and determined that a reprimand is the appropriate quantum of discipline for respondent's violation of RPC 1.1(a) (engaging in gross neglect);[1] RPC 1.2(c) (limiting the scope of representation without a client's informed consent); RPC 1.3 (lacking diligence); and RPC 1.4(b) (failing to keep a client reasonably informed about the status of a matter and to promptly comply with reasonable requests for information).

[1] The complaint also charged respondent with having violated RPC 1.1(b) (engaging in a pattern of neglect). However, prior to the ethics hearing, the presenter sought to dismiss those charges, which the hearing panel chair granted by consent order dated May 29, 2025. The Board did not disturb that consent order.

The stipulated facts are as follows. At all relevant times, respondent was a partner with the law firm Vella, Singer and Associates, P.C. (the Firm).[2] The Firm also employed an associate (Associate 1) who was admitted to the New Jersey bar in 2003 and worked under respondent's supervision.

The Bristol Myers Squibb Litigation

In 2008, individuals who lived and worked in and around New Brunswick, New Jersey filed more than one hundred lawsuits against Bristol Myers Squibb (BMS), alleging personal injuries caused by environmental contamination. A 2014 settlement required BMS to provide notice, by way of mail, publication, and posting in supermarkets, informing the community that affected individuals had until February 2015 to submit a claim for resolution by a special master.

Pearl Gatling (P.G.) would have been eligible to make a claim, or file a similar lawsuit, but she was not aware of the lawsuits or the subsequent settlement. Audrey Gatling (A.G.), P.G.'s daughter, had power of attorney for P.G.[3]

In March 2016, A.G. learned about the BMS lawsuits and settlement, and she spent the remainder of 2016 and the first half of 2017 sporadically investigating the possibility of P.G. joining the prior BMS lawsuit. A.G. also compiled a list of other residents interested in pursuing claims. However, she ultimately decided she could not make sufficient progress on her own and, thus, began searching for an attorney.

In July 2017, A.G. met with respondent and Associate 1, paying a $35 consultation fee, per the rules of the Middlesex County Bar Association referral program. At that time, respondent did not provide A.G. with a written fee agreement or expressly limit the scope of the representation in writing.

Respondent stated that, during the initial meeting, he informed A.G. that the statute of limitations would present a "major difficulty in bringing additional claims," but that he would "investigate" to determine if anything could be done to "revive the claim" or possibly "toll the statute of limitations."[4] Although A.G. and respondent dispute whether, at the meeting, he specifically informed her that

[2] In the stipulation, the parties interchangeably refer to respondent, Associate 1, and the Firm.

[3] The stipulation refers throughout to A.G. despite any potential claims belonging to P.G.

[4] In his verified answer, respondent stated that A.G. was aware that the statute of limitations had passed at the time of the initial meeting and that he had informed her that the statute of limitations imposed a legal hurdle for any potential claims to go forward.

he did not represent her, or any other potential claimants, he did stipulate that she ultimately became his client.

In the ensuing weeks, the Firm began investigating potential claims and spoke with plaintiffs' counsel from the prior lawsuits concerning the feasibility of "piggybacking" on the prior lawsuits and settlement. Nevertheless, in August 2017, Associate 1 informed A.G. that the "piggyback" option was not viable and it appeared that a new lawsuit would have to be filed against BMS "with the hope that we can argue that you should be able to file the complaint because the time period was tolled as a result of not receiving the notification originally."

In September 2017, the Firm provided A.G. with two options to consider: (1) send a demand letter to BMS, in the hope it would prompt a quick settlement, or (2) file a lawsuit against BMS. In October 2017, during a telephone conversation, the Firm extended two cost proposals: (1) send one demand letter per eligible claimant for a flat fee of $1,000 per letter, or (2) file lawsuits on a contingency basis. In response, A.G. informed the Firm that P.G. wanted to "sign up." Respondent replied that he would "send [P.G.] a retainer agreement for [her] to sign and will touch base with [A.G.] next week to discuss what documents we might need." According to the stipulation, A.G. understood the term "retainer agreement" to be an agreement to file a lawsuit.

Associate 1, acting under respondent's supervision, sent an e-mail to A.G., setting forth the theory on which the Firm would assert claims and a strategy for gathering information from other potential claimants. His e-mail made multiple references to what the case "would be about" without specifying whether the Firm intended pursue the case.

Over the next month or two, A.G. sent the Firm numerous e-mails with the contact information for other potential claimants, some of which contacted the Firm. By early December 2017, the Firm began sending questionnaires, which solicited information necessary to determine (1) the degree of exposure to contamination BMS's facility, (2) the extent of any injuries, and (3) the claimant's eligibility to invoke the discovery rule, to potential claimants who had contacted the firm. The cover letter that accompanied the questionnaires stated:

> It is our understanding that you may have been injured as a result of environmental contamination emanating from the Bristol-Myers Squibb ("BMS") facility located in New Brunswick, New Jersey. For various

> reasons, you may (or may not) have been notified of an earlier action against BMS in which you may have been eligible for participation.
>
> This firm is gathering information from persons who may have been injured, but did not participate or were not otherwise included in the earlier action. Accordingly, enclosed please find an information questionnaire which we ask that you complete with as much information as possible and return same to our Hillsborough, New Jersey office.
>
> Once we have received all information questionnaires back, we will be reviewing same and contacting individuals to discuss the next potential steps: Thank you, and we look forward to receiving your response.
>
> [S¶52.][5]

By April 2018, the Firm had sent approximately 2,000 questionnaires to potential claimants and received "an unexpected number of responses." The next step was for the Firm to review the questionnaires to "determine eligibility." Over the next eight months, the only communication between the Firm and A.G. was an August 13, 2018 telephone call, for which no records were located, and a small number of e-mails related to whether the Firm was still accepting questionnaires.

In June 2019, respondent informed A.G. that the Firm had received more than 2,000 complete questionnaires and culled the list to approximately 1,000 "potentially eligible claimants." He further indicated that the Firm had partnered with a larger law firm to help with the volume of claimants and would notify all "potentially eligible litigants" of "eligibility in the next few weeks." He added that the Firm was in the "pre-retention phase" and that the firm was "not officially under retention" but was reviewing the cases to determine if the matters were substantial enough to go forward. Respondent reiterated the two potential paths for moving forward – send a demand letter or proceed with filing a lawsuit – indicating that the Firm as leaning towards sending demand letters and then proceeding with a lawsuit if BMS rejected the demand.

[5] "S" refers to the Stipulation of Discipline by Consent, dated September 17, 2025.

From June through September 2019, A.G. inquired about the status of the case and the Firm indicated that questionnaires continued to come in, that the firm would draft an e-mail to BMS within the next 30 days, and "if there is a match people will be invited to sign a retention letter [for] the firm to represent those eligible to go forward. If not retained, they will receive a thank you letter. Retention/engagement/thank you letters to come in approx. 30-60 days," which stated:

> Thank you for responding to the information questionnaire that was sent to your attention to assist in determining whether you may be able to proceed against Bristol-Myers Squibb ("BMS") as a result of possible exposure to environmental contamination emanating from the BMS facility located in New Brunswick, New Jersey.
>
> After a thorough review of the information that you provided, we must regretfully inform you that you are not eligible for participation if there is an attempt to seek redress from BMS.
>
> Thank you for your patience and we wish you well in the future.
>
> [S¶78.]

In October 2019, A.G. met with the Firm again and was informed that the firm (1) continued to follow up with potential claimants to determine whether they had respiratory symptoms, and whether they already knew about the BSM issues before the deadline to file claims in the prior lawsuit; (2) was adding a new partner with mass tort experience; (3) intended to send out retention letters to the potential claimants "that do have cases;" and (4) was preparing to send out a demand letter.

Between December 2019 and March 2020, A.G. contacted the Firm multiple times inquiring whether it had secured an outside law firm and whether the firm intended to send out the denial and acceptance letters. She also stated that "[o]ur hands are tied, we don't know what is going on?" and "[we] haven't heard back from [Vella] about an update; and it's been a month since the last request, several months now in total. Haven't gotten a determination letter either. Please respond?"

In mid-March 2020, A.G. sent respondent and Associate 1 an e-mail expressing the potential claimants' collective frustration with the delays:

> We've been working with [the Firm] since 2017 and are still not retained. I am concerned about the consequences that this may have with the court, etc., as they have deadline (sic) & We really need to have something this week, or the case, may be in trouble. The court may not care that you work on it, just that you file.
>
> We may not be able to find anyone to take the case do to its age and be stuck.
>
> [S¶85.]

Between April and May 2020, respondent continued to give A.G. assurances that he was "working daily" on the case; in the "final stages" of partnering with another firm; attempting to secure litigation funding; discussing the possibility of adding a claim of environmental justice to the case; and reaching out to the NAACP for assistance. In reply, A.G. continued to express her frustration with the lack of progress and repeatedly voiced concern about the statute of limitations.

On May 12, 2020, A.G. sent respondent and Associate 1 an e-mail rebutting their assertion that the Firm had contacted other potential claimants:

> Following up on your point that everyone has been contacted by your firm recently. I checked with 2 litigants, and neither have heard anything recently from you, not this year.
>
> Nothing about [BMS] is on the website, nothing further about a video conference call, no letter. No outreach. Point being most litigants have not had recent communication with the firm, don't know the status, or think they are retained because they signed the questionnaire.
>
> Obviously different people think different things.

> Very concerned about the statute of limitations and how it may affect many of us. Certainly don't want anymore litigant drama.
>
> [A.G.]
>
> Att. Minutes of 5/6/2020
>
> [S¶99.]

By mid-May 2020, all communications between the Firm and A.G. ceased. A.G. attempted, without success, to find another attorney to take the case. In January 2021, A.G. ceased her attempts to find another attorney and filed an ethics grievance against respondent. As of the date of the stipulation, the Firm had not filed any lawsuits against BMS on behalf of A.G. or any other potential claimant; nor had the Firm sent any demand letters on anyone's behalf.

Based on the above facts, the parties stipulated that respondent violated RPC 1.1(a) and RPC 1.3 by failing to (1) inform A.G. that she could invoke the discovery rule to preserve her claim; (2) file a lawsuit on A.G.'s behalf or unambiguously decline the representation; (3) send a demand letter to BMS; or (4) take any steps to prevent A.G.'s claims from lapsing.

Next, respondent stipulated that he failed to obtain informed consent from A.G. to limit the scope of representation, in violation of RPC 1.2(c). Specifically, respondent stipulated that A.G. initially gave her informed consent to limit the scope of the representation, and she clearly understood that he was merely investigating the issue and did not agree to file a lawsuit on A.G.'s behalf. However, respondent admitted that, by mid-October 2017, A.G. informed him that she wished to send a demand letter to BMS, and he stated that he would send her a representation agreement for that purpose. According to the stipulation, those communications "created an affirmative duty on [respondent's] part to send out a demand letter on [A.G.'s] behalf" and "created ambiguity about the scope of [the Firm's] duty to [A.G.], giving [A.G.] the right to rely on her reasonable understanding that [respondent] had agreed to send out a demand letter on her behalf."

Respondent stipulated that, for approximately the next eighteen months, he progressed through the questionnaire process to determine which potential claimants had meritorious claims and, by July 2019, he was within thirty to sixty days of sending representation agreements to those claimants. He acknowledged that he failed to notify the potential claimants that they did not have a claim and,

thus, left them in limbo. Respondent further stipulated that, although the Firm had indicated, in March 2020, that the representation agreements would be sent out, six weeks later the agreements were still being drafted. He conceded that no one from the Firm informed A.G. or the other potential claimants that the Firm would not provide the representation agreements and, instead, all communications with A.G. ceased.[6]

Finally, respondent stipulated that his communication with A.G. went dormant for months at a time, requiring her to send multiple follow-up requests for updates, in violation of RPC 1.4(b).

Turning to the quantum of discipline, absent serious aggravating factors, such as harm to the client, conduct involving gross neglect, lack of diligence, and failure to communicate ordinarily results in an admonition, even when accompanied by other non-serious ethics infractions. See In the Matter of James E. Gelman, DRB 24-004 (February 20, 2024), and In the Matter of Hayes R. Young, DRB 23-215 (November 22, 2023). However, the quantum of discipline is enhanced when additional aggravating factors are present. See In re Lueddeke, __ N.J. __ (2022), 2022 N.J. LEXIS 460 (reprimand for an attorney who, eight months after agreeing to pursue a breach of contract claim on behalf of a client, filed a request with a court for a "proof hearing;" the court, however, rejected the attorney's request and notified him to file a motion for a proof hearing; the attorney failed to file the motion and, nearly five months later, the court dismissed the matter for lack of prosecution; the attorney failed to inform his client of the dismissal of his matter or to reply to his inquiries regarding the status of his case; more than a year later, the client independently discovered that his case had been dismissed, following which the attorney, at the client's behest, successfully reinstated the matter and secured a judgment on the client's behalf; prior 2015 admonition for similar misconduct, which gave the attorney a heightened awareness of his obligations to diligently pursue client matters), and In re Barron, __ N.J. __ (2022), 2022 N.J. LEXIS 660 (reprimand for an attorney's combined misconduct encompassing three client matters and eight

[6] Respondent's failure to promptly inform A.G. that he was declining the representation could constitute a violation of RPC 1.4(c) (failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation) and RPC 1.16(d) (failing to allow sufficient time for the client to employ new counsel). However, respondent was not charged with, and did not stipulate to, having violated those Rules. The Board can consider uncharged misconduct in aggravation. See In re Steiert, 201 N.J. 119 (2014) (evidence of unethical conduct contained in the record can be considered in aggravation, even though such unethical conduct was not charged in the formal ethics complaint).

RPC violations; specifically, the attorney engaged in gross neglect in one client matter, lacked diligence in three client matters, failed to communicate in three client matters, and failed to set forth the basis or rate of his fee in one client matter; in aggravation, the Board weighed the quantity of the attorney's ethics violations and the harm caused to multiple clients, including allowing a costly default judgment to be entered against two clients; additionally, the attorney's conduct cost two clients the chance to litigate their claims; in mitigation, the Board weighed the attorney's cooperation, his nearly unblemished forty-year career at the bar, and his testimony concerning his mental health condition).

Based upon the above precedent, the Board concluded that the baseline discipline for respondent's misconduct is an admonition. To craft the appropriate discipline in this case, the Board also considered mitigating and aggravating factors.

In mitigation, respondent has no formal discipline in his nineteen-year career. He admitted his wrongdoing and entered into the present disciplinary stipulation, thereby accepting responsibility for his misconduct and conserving disciplinary resources.

The Board weighed significantly, in aggravation, the demonstrable harm respondent caused to A.G. It is well-settled that harm to the client constitutes an aggravating factor. In the Matter of Brian Le Bon Calpin, DRB 13-152 (Oct. 23, 2013), so ordered, 217 N.J. 617 (2014). Here, respondent's multi-year failure to decline the representation left A.G. in limbo and prevented her from seeking new counsel.

On balance, the Board determined that a reprimand is the appropriate quantum of discipline to protect the public and preserve confidence in the bar.

Enclosed are the following documents:

1. Notice of motion for discipline by consent, dated September 10, 2025.

2. Stipulation of discipline by consent, dated September 17, 2025.

3. Affidavit of consent, dated September 17, 2025.

4. Ethics history, dated November 25, 2025.

Very truly yours,

/s/ Timothy M. Ellis

Timothy M. Ellis
Chief Counsel

TME/knd
Enclosures

c: (w/o enclosures)
Hon. Mary Catherine Cuff, P.J.A.D. (Ret.), Chair
Disciplinary Review Board (e-mail)
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