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March 24, 2026

VIA CERTIFIED, REGULAR, & ELECTRONIC MAIL

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RE: In the Matter of Donna M. Russo
Docket No. DRB 26-018
District Docket No. XB-2023-0022E
LETTER OF ADMONITION

Dear Ms. Russo:

The Disciplinary Review Board (the Board) has reviewed the motion for discipline by consent (reprimand or such lesser discipline as the Board deems appropriate) filed by the District XB Ethics Committee in the above matter, pursuant to R. 1:20-10(b). Following a review of the record, the Board granted the motion and determined to impose an admonition for your violation of RPC 1.9(a) (representing a client whose interests are materially adverse to the interests of a former client, without obtaining the informed, written consent of the former client).

However, for the reasons set forth below, the Board determined to dismiss the charges that you violated RPC 1.7(b) (two instances – failing to obtain a conforming written conflict waiver), RPC 1.9(c)(1) (using information relating to a former representation to the disadvantage of the former client), and RPC 1.9(c)(2) (revealing information relating to a former representation).

Specifically, on March 3, 2022, Wang Fen retained you to perform “preliminary legal services” in connection with the estate of James Kerr (the Estate); James died in February 2022. At the time of your retention, Fen informed you that, although she was not James’s spouse, she had been in a fifteen-year romantic relationship with him. Moreover, Fen told you that, following her search of James’s house (the Property), she could not locate a last will and testament associated with James. Fen also represented to you that James had no heirs and, thus, she wished to be appointed administrator of the Estate and to take possession of James’s remains for burial. Fen further showed you an image, on her mobile telephone, that appeared to indicate that she was the primary beneficiary of one of James’s financial accounts.

In turn, you advised Fen that, if James had died intestate, without a surviving spouse or children, James’s closest relative likely would be appointed administrator, and the Estate’s assets would be distributed pursuant to New Jersey’s intestacy laws. You also advised Fen that, before she could apply to become the administrator, she was required to conduct a search for James’s potential heirs. Additionally, you instructed Fen to take no action regarding the Estate except to pay the Property’s taxes and utilities, expenses for which she could later seek reimbursement from the Estate.

Four days later, on March 7, 2022, you sent Fen a written fee agreement in which you expressly limited the scope of the representation to (1) arranging for the release of James’s remains; (2) “assist[ing]” with “matters relating” to the Property; (3) conducting a search for James’s heirs; (4) applying for letters of administration; and (5) “marshal[ing]” the Estate’s assets. The fee agreement also contained an improper provision in which Fen agreed to waive prospective conflicts involving potential, unspecified clients of your law firm.

Several weeks later, on April 6, 2022, following your review of documents that Fen had discovered in the Property, you notified Fen that James had a brother, Charles Kerr. In reply, Fen sent you a text message depicting Charles’s

identification documents, following which you sent letters to addresses potentially associated with Charles.

Subsequently, between April 11 and 14, 2022, Fen represented to you that she had been contacted by a Florida attorney who purportedly possessed James's will, which Fen claimed named her as the sole beneficiary and executor of the Estate. Fen also requested that you return the documents she had removed from the Property.

In an April 14, 2022 reply letter to Fen, you recommended that you continue to retain the documents taken from the Property, warned her against taking any action in connection with the Estate until the appointment of an administrator or an executor, and invited Fen to disclose the identity of the Florida attorney purportedly in possession of James's will.

On April 19, 2022, you permitted Fen to temporarily take possession of the documents she had removed from the Property. Fen, however, never returned those materials to you. Thereafter, on April 22, 2022, you received a letter from Fen's new attorney, who stated that he represented both Fen and the Estate and that Fen was both James's former "life partner" and "creditor."

Four days later, on April 26, 2022, following Charles's receipt of one of your letters, he retained you in connection with his intent, as James's heir, to administer the Estate, inter James's remains, and "secur[e]" the Estate's property from Fen. Charles executed a written fee agreement, containing the same improper conflict waiver provision set forth in Fen's March 7, 2022 retainer agreement.

Later, on April 26, you sent a letter to Fen's attorney, notifying him of your representation of Charles, directing that Fen cease incurring any further expenses on the Estate's behalf, and requesting the preservation of the Estate's property. Additionally, you told Fen's attorney that, in your view, you "did not anticipate any conflict that would present an impediment to [your] continued representation" of Charles, whom you claimed had "acknowledge[d]" Fen's entitlement to expenses that she may have incurred on the Estate's behalf.

According to the disciplinary stipulation, you "worked with" Fen's attorney to administer the Estate and, on May 27, 2022, you fully refunded your legal fee to Fen.

Based on the above facts, you admittedly violated RPC 1.9(a) by representing Charles in connection with his intent to administer the Estate in which you had represented Fen. However, Charles's interests – as James's heir – in preserving the Estate and securing the Estate's property from Fen were directly adverse to the interests of Fen, a potential creditor of the Estate who, despite her status as a non-heir, sought to become the administrator and, at times, claimed to be a beneficiary of the Estate.

Moreover, you admittedly failed to obtain Fen's informed, written consent to the conflicted representation, as RPC 1.9(a) requires. As you conceded, the prospective conflict waiver provision in your March 2022 fee agreement did not allow Fen to knowingly waive your potential, conflicted representation of James's heir, particularly when both you and Fen were unaware of the existence of any heirs at the outset of the representation. Indeed, you admitted that no "reasonable client" would have understood either the "plain meaning" or the "implications" of the conflict waiver provision, which failed to explain the material risks and reasonable available alternatives associated with waiving a prospective conflict with an unknown party. See RPC 1.0(e) (informed consent denotes the agreement "to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonable available alternatives to the proposed course of conduct").

In dismissing the charges that you violated RPC 1.9(c)(1) and (2), the Board observed that there was insufficient evidence to clearly and convincingly demonstrate what information you had learned from Fen that you either used to her disadvantage or revealed to Charles that he did not already know about his brother, as permitted by RPC 1.9(c). Additionally, in dismissing the charges that you violated RPC 1.7(b), the Board noted that your representations of Fen and Charles did not overlap and, thus, you did not engage in a concurrent conflict of interest implicating the safe harbor provisions of RPC 1.7(b).

In imposing only an admonition, the Board considered, in mitigation, (1) that your conduct did not result in any egregious circumstances or economic harm to either Charles or Fen; (2) that you disclosed your prior representation of Fen to her subsequent attorneys, who did not appear to have objected to your conflicted representation; (3) your expressed commitment to remove the improper conflict waivers from your fee agreements; and (4) most significantly, your lack of prior discipline in your nearly forty-year career at the bar.

Your conduct has adversely reflected not only on you as an attorney but also on all members of the bar. Accordingly, the Board has directed the issuance of this admonition to you. R. 1:20-15(f)(4).

A permanent record of this occurrence has been filed with the Clerk of the Supreme Court and the Office of Board Counsel. Should you become the subject of any further discipline, this admonition will be taken into consideration.

The Board also has directed that the costs of the disciplinary proceedings be assessed against you. An invoice of costs will be forwarded to you under separate cover.

Very truly yours,

/s/ Timothy M. Ellis

Timothy M. Ellis
Chief Counsel

TME/knd

c: Chief Justice Stuart Rabner
Associate Justices
Heather Joy Baker, Clerk
Supreme Court of New Jersey
Hon. Mary Catherine Cuff, P.J.A.D. (Ret.), Chair
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Robert L. Ritter, Esq., Presenter
District XB Ethics Committee (regular mail and e-mail)
Wang Fen, Grievant (regular mail)