SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 25-260
District Docket Nos. XIV-2020-0461E
and VB-2024-0901E

In the Matter of Emmanuel Coffy
An Attorney at Law

Argued
January 15, 2026

Decided
April 13, 2026

HoeChin Kim appeared on behalf of the
Office of Attorney Ethics.

Thomas J. Palma appeared on behalf of respondent.

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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 recommendation for a reprimand filed by the District VB Ethics Committee (the DEC). The formal ethics complaint charged respondent with having violated RPC 3.1 (engaging in frivolous litigation); RPC 3.2 (failing to treat all persons involved in the litigation process with courtesy and consideration); RPC 3.3(a)(5) (failing to disclose to a tribunal a material fact knowing that the omission is reasonably certain to mislead the tribunal); and RPC 5.5(a)(1) (engaging in the unauthorized practice of law – practicing law while administratively ineligible).

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

Ethics History

Respondent earned admission to the New Jersey bar in 2006. He also has been admitted to practice law before the United States Patent and Trademark Office (the USPTO) since 2008. During the relevant timeframe, he maintained a practice of law in Freehold, New Jersey. He has no disciplinary history.

Effective October 21, 2016, the Court declared respondent administratively ineligible to practice law for his failure to comply with the mandatory procedures for annual Interest on Lawyers Trust Accounts (IOLTA) registration, pursuant to R. 1:28A-2(d). His ineligibility period continued until January 6, 2017, when he cured the deficiency.

Facts

Background

Between 2006 and 2007, N.S., a sports apparel company operating in multiple states, registered, with the USPTO, a distinctive trade and service mark (the N.S. Mark). Several years later, on February 20, 2014, N.S. filed, in the United States District Court for the District of New Jersey (the DNJ), a lawsuit against R.D., a sports apparel business located in New Jersey which utilized the same trade name as N.S. In its lawsuit, N.S. alleged that R.D. infringed upon the N.S. Mark.

On April 6, 2015, N.S. and R.D. executed a confidential settlement agreement (the Agreement), whereby the parties agreed that R.D. retained the right to utilize the N.S. Mark in eleven of New Jersey's twenty-one counties, including Essex County, while N.S. retained the right to use the N.S. Mark in the remaining ten New Jersey counties, including Monmouth County.[1] In that vein, the parties agreed that they would neither "establish any physical business location" outside of their respective territories nor "advertise or market in any manner," including publishing "any listing . . . with any print or online directory or resource," that "suggeste[d]" that they had a "business address or location in the . . . [t]erritory of the other [p]arty." Similarly, they agreed that they would not, "directly or indirectly, advertise or market" outside of their respective territories.

However, the parties agreed that they could "list" their respective businesses, utilizing the N.S. tradename, "on internet search engines and/or listing services, so long as such listings provide[d] completely accurate location, contact[,] and other information." They further agreed that, if a party breached the Agreement, the non-breaching party would "provide notice to the accused breaching [p]arty" and their attorney, with the breaching party having five days to cure any prohibited conduct. Finally, the parties consented to the jurisdiction of the DNJ in connection with any action relating to a material breach of the Agreement.

[1] Pursuant to the Agreement, N.S. also had the right to utilize the N.S. Mark in all other areas within the United States.

The Cancellation Petition

In May 2016, the respective owners of N.S. and R.D. directly accused each other of violating the Agreement by engaging in prohibited marketing practices. On May 22, 2016, following their disagreement, N.S.'s owner sent R.D.'s owner an e-mail, stating "[l]et's let the lawyers work it out." Subsequently, in 2016, R.D. retained respondent – an intellectual property practitioner – in connection with its concern that N.S. was violating the Agreement.

On October 26, 2016, five days after the Court had declared respondent administratively ineligible to practice law in New Jersey, he filed a petition, on behalf of R.D., with the Trademark Trial and Appeal Board of the USPTO (the TTAB), seeking to cancel the N.S. Mark registrations (the Cancellation Petition).[2] In the Cancellation Petition, respondent argued that, because the N.S. Mark was "a very close approximation of" R.D.'s mark, there was a likelihood of a "false sense of connection" between N.S. and R.D. He further contended that the N.S. Mark was likely "to cause confusion, mistake, or deception as to the source of" its goods. Additionally, he asserted that N.S.'s use of the N.S. Mark was likely "to cause dilution of the distinctive quality of" R.D.'s mark.

[2] An attorney may only "represent others before the [USPTO] in trademark and other non-patent matters" if they are "an active member in good standing of the bar of the highest court of any [s]tate." 37 C.F.R. §§ 11.1 and 11.14(a).

Finally, respondent argued that, "despite repeated warnings," N.S. had violated the Agreement by "continu[ing] to list a New Jersey mailing address within [R.D.'s] territory."

In support of his contention that N.S. had listed a mailing address within a prohibited territory, respondent cited to both the Agreement, which he attached to the Cancellation Petition as a publicly accessible document despite its confidential nature, and a "screenshot" of N.S.'s website, which displayed a Neptune, New Jersey address – a municipality located in Monmouth County. However, pursuant to the Agreement, Monmouth County was within N.S.'s business territory. Respondent did not expressly inform the TTAB that Neptune was a municipality in Monmouth County.

On November 15, 2016, N.S., through counsel, sent respondent a letter, claiming that R.D. had breached the confidentiality of the Agreement by filing that document as a publicly accessible attachment to the Cancellation Petition. N.S. also alleged that R.D., through the Cancellation Petition, improperly attempted to relitigate the previously settled trademark lawsuit. Similarly, N.S. contended that, prior to filing the Cancellation Petition, R.D. failed to provide N.S. the opportunity to correct the "particular conduct complained of," as the Agreement required. Finally, N.S. cautioned that it would pursue sanctions if R.D. failed, within five days, to both withdraw the Cancellation Petition and remove the Agreement as a publicly accessible document.

On November 21, 2016, respondent sent N.S.'s counsel a reply letter, claiming that R.D. had "notified" N.S. "of [its] breach of the [A]greement on several occasions" and that N.S. came "into this issue with unclean hands." Respondent neither offered to withdraw the Cancellation Petition nor to remove the Agreement as a publicly accessible document. Rather, he noted that R.D. was "amenable to settling this dispute" and declared that N.S.'s "highly aggressive strategy and acrimonious litigation [would] inevitably cause [N.S.] to incur ever escalating attorney['s] fees and may subject your own law firm to ill-will by an aggrieved litigant. Settlement at this stage would be cheaper."

Two weeks later, on December 6, 2016, N.S. filed a motion to dismiss the Cancellation Petition, arguing that the petition constituted an improper attempt to "renegotiate a prior settlement agreement" based on "groundless," previously litigated claims. Moreover, N.S. argued that respondent misrepresented that N.S. continued to "list" a mailing address in a prohibited territory (Neptune, New Jersey), considering that the TTAB could take judicial notice that Neptune is in Monmouth County, within N.S.'s territory. Additionally, N.S. contended that the doctrine of res judicata[3] precluded R.D. from attempting to cancel the N.S.

[3] "[T]he term 'res judicata' refers broadly to the common-law doctrine barring relitigation of claims or issues that have already been adjudicated." Velasquez v. Franz, 123 N.J. 498, 505 (1991).

(Footnote continued on next page)

Mark registrations, given that R.D. did not pursue such available relief in connection with the earlier trademark litigation before the DNJ. Further, N.S. stressed that only the DNJ could adjudicate alleged breaches of the Agreement.

On December 9, 2016, N.S. sent respondent a proposed motion for sanctions, requesting that he withdraw the Cancellation Petition within twenty-one days, pursuant to F.R.C.P. 11(c)(2) (prohibiting a motion for sanctions to be filed if the challenged submission is withdrawn or appropriately corrected within twenty-one days of service). In its proposed motion, N.S. reiterated that R.D. falsely claimed, in the Cancellation Petition, that N.S. had listed a New Jersey address in a prohibited territory. Specifically, N.S. cited the "screen shot," attached to the Cancellation Petition, depicting N.S.'s website listing its Neptune address, a municipality located in its designated business territory. N.S.'s proposed motion stated that R.D.'s "objectively false" statement "would have been immediately recognized through a mere reading of" the Cancellation Petition's exhibits. N.S., ultimately, did not file its motion for sanctions.[4]

On December 16, 2016, the TTAB issued an order determining, in relevant

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In the patent and trademark context, the United States Court of Appeals for the Federal Circuit has observed that, "[w]hen a former defendant attempts to undermine a previous judgment by asserting in a subsequent action a claim or defense that was or could have been asserted in the earlier case, the rules of defendant preclusion will apply." Nasalok Coating Corp. v. Nylok Corp., 522 F.3d 1320, 1328 (Fed. Cir. 2008).

[4] The TTAB is not empowered to hold a party in contempt, impose monetary sanctions, or award counsel fees. See 37 C.F.R. § 2.127(f).

part, that the Cancellation Petition's "likelihood of confusion" and "dilution" claims were time-barred, pursuant to 15 U.S.C. § 1064, because they were filed more than five years after the N.S. Mark registrations. The TTAB also determined that the Cancellation Petition's "false suggestion of a connection" claim was "legally insufficient," given that "it [was] based on the similarity of the parties' marks and not on an assertion that [N.S.'s] mark [was] [R.D.'s] name or identity." The TTAB suspended the proceedings, pending further briefing on N.S.'s motion to dismiss, which the TTAB converted to a motion for summary judgment.

On December 20, 2016, respondent filed a brief in opposition to N.S.'s summary judgment motion, arguing that, because the previous trademark litigation before the DNJ did not "proceed to a final judgment on the merits," R.D. was not barred from attempting to cancel the N.S. Mark registrations. Moreover, without addressing N.S.'s assertion that the Cancellation Petition misrepresented that N.S. had listed a mailing address in a prohibited territory, respondent claimed that N.S. had "engaged in a series of well-orchestrated actions aimed at destroying R.D.'s reputation and valuable customer relationships." Respondent, however, did not specify the nature of N.S.'s purported "well-orchestrated actions." Rather, he contended that R.D. was not precluded from asserting the claims alleged in the Cancellation Petition, citing his view that such claims "did not exist at the time of the earlier" trademark litigation before the DNJ.

In a January 4, 2017 reply brief, N.S. underscored how R.D. had made "an objectively false factual representation" concerning N.S.'s alleged breach of the Agreement. N.S. also emphasized that, pursuant to the Agreement, R.D.'s "contrived" allegation of N.S.'s breach could be adjudicated only by the DNJ. Moreover, N.S. argued that the claims related to its trade and service mark registrations were "fully settled and disposed of" in connection with the prior litigation before the DNJ. In that regard, N.S. emphasized that R.D.'s attempt to cancel the N.S. Mark registrations, "after entering into [the] Agreement involving those registrations, [was] precisely what res judicata [was] intended to prevent." (Emphasis in original).

On March 13, 2017, the TTAB issued a decision granting N.S.'s summary judgment motion and dismissing the Cancellation Petition, with prejudice. In its decision, the TTAB determined that, because R.D. could have filed a counterclaim to cancel the N.S. Mark registrations in connection with the earlier, settled litigation before the DNJ, R.D. was precluded from asserting such a cause of action via the Cancellation Petition.[5] Additionally, the TTAB construed

[5] The TTAB reiterated its previous determinations that respondent's likelihood of confusion and dilution claims were time-barred, and respondent's false suggestion of a connection claim was "legally insufficient."

R.D.'s allegation that N.S. had failed to abide by the Agreement as a "misrepresentation of source" claim.[6] The TTAB, however, rejected that claim, taking judicial notice that Neptune is located in Monmouth County and, thus, within N.S.'s territory, pursuant to the Agreement.

The TTAB denied R.D. leave to amend the Cancellation Petition, concluding that R.D. was precluded from asserting its non-time barred claims, and R.D.'s "misrepresentation of source claim [was] apparently based on a mistaken belief that the" Agreement afforded it "senior rights" to the N.S. Mark in the entire State of New Jersey.

On June 28, 2017, N.S.'s owner filed an ethics grievance against respondent, stating that he had incurred significant legal fees connected to N.S.'s defense of the Cancellation Petition, which he viewed as a violation of the Agreement.

More than four years later, during his August 12, 2021 interview with the Office of Attorney Ethics (the OAE), N.S.'s owner claimed that he had to dissolve N.S.'s operation in Massachusetts, citing the legal fees he had incurred in opposing the Cancellation Petition. N.S.'s owner further represented that respondent's conduct "caused a lot of financial stress not just on my company,

[6] The TTAB noted that a misrepresentation of source claim occurs when an entity "blatant[ly] misuse[s]" a registrant's mark "in a manner calculated to trade on the goodwill and reputation of" the registrant.

but on my family."

<u>The Ethics Proceeding</u>

In its summation brief to the hearing panel, the OAE argued that respondent violated <u>RPC</u> 3.1 by filing the Cancellation Petition, which improperly attempted to relitigate the previously settled trademark dispute and alleged a frivolous argument concerning N.S.'s purported violation of the Agreement. The OAE emphasized that respondent's actions "appeared to have [had] no legitimate purpose" other than to force N.S. "to defend itself and incur legal fees."

The OAE also contended that respondent violated <u>RPC</u> 3.2 by filing the Agreement – a confidential document – as a publicly accessible attachment to the Cancellation Petition. The OAE expressed its view that respondent violated the confidentiality of the Agreement "as a means to harass" N.S.'s owner. The OAE further emphasized that respondent failed to take any action either to seal or remove the Agreement in connection with the TTAB's public docket.

Additionally, the OAE argued that respondent violated <u>RPC</u> 3.3(a)(5) by failing to disclose to the TTAB that N.S.'s purported prohibited address – in Neptune – was, in fact, located in Monmouth County. The OAE asserted that, without N.S. requesting that the TTAB take judicial judice of Neptune's location within Monmouth County, it was "reasonable to conclude that the TTAB would have relied upon respondent's assertion that N.S.'s Neptune address violated the . . . Agreement."

Finally, the OAE argued that respondent violated RPC 5.5(a)(1) by practicing law while administratively ineligible, between October 21, 2016 and January 6, 2017, in connection with his representation of both R.D. and several unrelated clients. The OAE, however, did not express a position concerning whether respondent knowingly had practiced law while ineligible. Indeed, during the ethics hearing, although the OAE investigator testified that the IOLTA fund director contacts lawyers who have not completed their annual attorney trust account registrations, the investigator admittedly could not confirm when respondent, ultimately, discovered his ineligible status.

The OAE, citing applicable disciplinary precedent, urged the hearing panel to recommend the imposition of a reprimand or a censure for the totality of respondent's conduct.

In his verified answer, summation brief to the hearing panel, and testimony during the ethics hearing, respondent maintained that he had legitimate grounds to file the Cancellation Petition, claiming that R.D. had informed him that N.S. had listed improper advertisements in Belleville and Paterson, New Jersey, municipalities located in Essex and Passaic counties, respectively, and thus, within R.D.'s designated territory. In support of his contention that he did not violate RPC 3.1, respondent appended to his verified answer a photograph of a computer monitor, which depicted the website "where2gopaterson.com" (the Paterson website photograph).[7] The Paterson website photograph portrayed the words "Where2GoPaterson" over the image of the flag of the United States, below which N.S.'s tradename and Neptune address were displayed. Respondent further appended to his answer a May 2016 e-mail, from N.S.'s owner to R.D.'s owner, in which N.S. denied maintaining a listing for its business in Essex County. Finally, respondent's answer contained a list of signatures from R.D.'s customers, who, after participating in a September 2017 "focus group," were purportedly "confused" regarding the distinctiveness of the N.S. Mark.

During the ethics hearing and his September 30, 2021 demand interview with the OAE, respondent maintained that he mistakenly excluded, in his submissions to the TTAB, the allegations concerning N.S.'s purportedly improper advertisements in Essex and Passaic counties. Specifically, during his demand interview, he claimed that his failure to amend the Cancellation Petition to include those allegations was "an oversight." He also represented that R.D.

[7] The date of the Paterson website photograph is unclear based on the record before us. Additionally, "where2gopaterson.com" is not an accessible website (last attempted on April 2, 2026).

did not wish "to spend any more money going to any litigation or to any further proceedings, so our hands were really tied." Thus, respondent denied having made a knowingly false statement to the TTAB, in violation of RPC 3.3(a)(5), alleging that he made only a "negligent mistake" by failing to state that N.S. "was advertising in Paterson."

Additionally, during the ethics hearing, respondent admitted that, prior to filing the Cancellation Petition, he did not provide the required notice to N.S.'s counsel of the purported breach of the Agreement, in order to allow N.S. at least five days to correct its conduct. However, in his verified answer, respondent noted that, before he filed the Cancellation Petition, R.D.'s owner had accused N.S. of engaging in prohibited advertising practices.

Moreover, during the ethics hearing, respondent conceded that, since the filing of the Cancellation Petition in October 2016, he had not taken steps to remove the Agreement from the TTAB's public docket. However, he denied that his filing of the Agreement as a publicly accessible document constituted unethically discourteous behavior, in violation of RPC 3.2. Although respondent expressed his willingness to either "seal" or "remove" the Agreement from the public docket, he claimed that he had not taken those steps because, despite the confidentiality of that document, it had remained publicly accessible for years. In respondent's view, because the Agreement had remained "on the internet," it could not be "take[n] . . . back."

Finally, respondent conceded that he violated RPC 5.5(a)(1) by practicing law while administratively ineligible for failing to comply with annual IOLTA registration procedures. During his ineligibility period, he admittedly filed the October 26, 2016 Cancellation Petition, sent the November 21, 2016 letter to N.S.'s attorney, and submitted the December 20, 2016 brief in opposition to N.S.'s summary judgment motion. Additionally, between November 17 and December 21, 2016, he admitted that he performed legal work, while ineligible, in connection with six unrelated client matters.

Respondent denied, however, having been aware of his ineligibility at the time he performed his unauthorized legal work. During his demand interview, although he conceded that he was aware of his obligation to comply with the procedures for annual IOLTA registration, he maintained that, as a busy solo practitioner, he inadvertently failed to fulfill that obligation, in 2016. Respondent also represented that, at some point, the IOLTA fund had called him regarding his failure to comply with the 2016 registration process, following which he immediately took steps to complete his registration.

Respondent urged the hearing panel to recommend the imposition of an admonition, at most, arguing that this violation of RPC 5.5(a)(1) was de minimis.

The Hearing Panel's Findings

The hearing panel found that respondent violated RPC 3.1 by filing the Cancellation Petition without a basis in law or fact. The hearing panel underscored how the Cancellation Petition contained a "screenshot" of N.S.'s website, listing its Neptune address, to support respondent's allegation that N.S. had listed an address in a prohibited territory. However, the hearing panel determined that, because Neptune was within N.S.'s business territory, respondent's allegation was meritless.

The hearing panel, following respondent's testimony, found that he lacked credibility in asserting that he mistakenly excluded the Paterson website photograph from the Cancellation Petition. Specifically, the hearing panel noted that the Paterson website photograph merely listed N.S.'s Neptune address. Additionally, the hearing panel emphasized that, despite N.S. repeatedly notifying respondent of the Cancellation Petition's meritless allegation concerning the Neptune address, he made no attempt to "rely" upon the Paterson website photograph in his submissions to the TTAB. Likewise, the hearing panel characterized, as "contrived," respondent's claim that he merely "attached the wrong document" to the Cancellation Petition.

Additionally, the hearing panel determined that respondent violated RPC 3.3(a)(5) by failing to disclose to the TTAB that Neptune is located in

Monmouth County, within N.S.'s territory. Similarly, the hearing panel found that respondent violated RPC 3.3(a)(1) by "falsely stating that N.S. was advertising in R.D.['s] [t]erritory, when he knew that Neptune was located in Monmouth County."[8]

In the hearing panel's view, respondent's failure to disclose Neptune's location within Monmouth County was compounded by the Cancellation Petition's "clearly false" allegation that N.S. violated the Agreement "based upon [its] mailing address in Neptune." The hearing panel also stressed that respondent failed, despite numerous opportunities, to correct his "alleged mistake" to the TTAB. The hearing panel observed that, rather than correct his "error," respondent (1) sent N.S. a letter inviting settlement discussions, (2) filed a brief in opposition to N.S.'s motion to dismiss, and (3) ignored N.S.'s proposed motion for sanctions. Respondent's failure to correct the Cancellation Petition caused the hearing panel "to conclude that [he] did not make a mistake but knowingly continued to omit information that would tend to mislead the TTAB."

Next, the hearing panel determined that respondent violated RPC 5.5(a)(1) by practicing law, between October 21, 2016 and January 6, 2017, despite being

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[8] The formal ethics complaint did not charge respondent with having violated RPC 3.3(a)(1) (making a false statement of material fact to a tribunal).

administratively ineligible to do so. During that timeframe, the hearing panel noted that respondent performed legal work for R.D. and six unrelated clients. However, the hearing panel found that respondent "did not act with scienter in violating RPC 5.5(a)(1)."

The hearing panel dismissed the charge that respondent violated RPC 3.2 by filing the Agreement as a publicly accessible document with the TTAB, despite the Agreement's confidentiality. The hearing panel found that, although respondent engaged in frivolous litigation, his conduct was not unethically discourteous.

In recommending the imposition of a reprimand, the hearing panel accorded "little" mitigating weight to both the passage of time since respondent's misconduct and the fact that the TTAB was not, ultimately, deceived by respondent's violation of RPC 3.3(a)(5). The hearing panel also accorded "moderate" mitigating weight to respondent's (1) lack of prior discipline; (2) cooperation with disciplinary authorities; (3) admission that he violated RPC 5.5(a)(1); and (4) lack of "scienter" in practicing law while administratively ineligible. However, the hearing panel accorded "great" aggravating weight to both respondent's "contrived" testimony that he "mistakenly attached the wrong document" to the Cancellation Petition and his failure to remediate his conduct before the TTAB, despite numerous opportunities to do so. The hearing panel emphasized that respondent's conduct "was not merely careless," citing the fact that, on at least three occasions, N.S. warned respondent that the Cancellation Petition was frivolous.

Finally, the hearing panel recommended that, within thirty days of the Court's issuance of a disciplinary Order in this matter, respondent be required to file an application with the TTAB to either withdraw or seal the Agreement from the TTAB's public docket.

The Parties' Positions Before the Board

During oral argument and in its submission to us, the OAE contended that respondent violated all the charges of unethical conduct by clear and convincing evidence. The OAE added that it did not charge respondent with having violated RPC 3.3(a)(1) – as found by the hearing panel – because it accepted respondent's explanation that he "mistakenly failed" to attach to the Cancellation Petition the appropriate exhibit(s), which purportedly demonstrated N.S.'s breach of the Agreement. However, the OAE argued that respondent violated RPC 3.3(a)(5) – as charged in the formal ethics complaint – by failing to disclose Neptune's location within Monmouth County to the TTAB. The OAE reiterated its recommendation that respondent receive either a reprimand or a censure for the totality of his misconduct.

At oral argument before us, respondent expressed his agreement with the hearing panel's recommendation that he receive a reprimand for engaging in frivolous litigation while administratively ineligible to practice law. Respondent urged, in mitigation, the significant passage of time since his misconduct had concluded and his lack of prior discipline in his twenty-year career at the bar.

Analysis and Discipline

Violations of the Rules of Professional Conduct

Following our de novo review of the record, we are satisfied that the hearing panel's findings that respondent violated RPC 3.1 and RPC 5.5(a)(1) are fully supported by clear and convincing evidence. However, for the reasons set forth below, we dismiss the charges that he violated RPC 3.2 and RPC 3.3(a)(5).

RPC 3.1

RPC 3.1 provides, in relevant part, that a "[a] lawyer shall not bring or defend a proceeding, nor assert or controvert an issue therein unless the lawyer knows or reasonably believes that there is a basis in law and fact for doing so that is not frivolous."

We determine that respondent violated this Rule by filing the Cancellation Petition without any basis in law or fact. Specifically, as the TTAB observed, respondent was precluded from attempting to cancel the N.S. Mark registrations, given that R.D. could have, but did not, seek to cancel such registrations in connection with the earlier, settled litigation before the DNJ. Indeed, the Agreement stemming from the earlier litigation resolved the trademark dispute between N.S. and R.D., whereby both parties had agreed to continue utilizing the N.S. Mark in their respective territories.

Moreover, the TTAB determined that respondent's likelihood of confusion and dilution claims were time barred, pursuant to 15 U.S.C. § 1064, because they were filed more than five years after the N.S. Mark registrations, between 2006 and 2007. Further, the TTAB noted that respondent's "false suggestion of a connection" claim was "legally insufficient," given that such claim did not assert that the N.S. Mark had usurped R.D.'s "name or identity."

Compounding respondent's attempt to relitigate the previously settled trademark lawsuit, he attempted to cancel the N.S. Mark registrations by claiming, erroneously, that N.S. had continued to list a New Jersey address within R.D.'s territory. In support of that contention, the Cancellation Petition cited a "screenshot" of N.S.'s website, displaying its Neptune address, even though Neptune is located within N.S.'s territory. Although respondent argued to the hearing panel that he inadvertently excluded the Paterson website photograph from the Cancellation Petition, we echo the hearing panel's concern that his failure to submit that photograph was not merely a "mistake." Rather, despite N.S. repeatedly notifying respondent, in its motion to dismiss and proposed motion for sanctions, of the Cancellation Petition's "objectively false" statement regarding N.S.'s Neptune address, he made no attempt to correct his frivolous assertion to the TTAB. Indeed, in respondent's December 20, 2016 brief in opposition to N.S.'s motion to dismiss, he simply asserted that N.S. had engaged in "well-orchestrated actions aimed at destroying R.D.'s reputation," without attempting to correct the Cancellation Petition's erroneous insinuation that, by maintaining a mailing address in Neptune, N.S. was violating the Agreement.

Arguably, even if respondent had included the Paterson website photograph in his submissions to the TTAB, that photograph, on its face, does not clearly and convincingly establish that N.S. was violating the Agreement by advertising outside of its territory. Specifically, respondent failed to demonstrate how and when N.S.'s Neptune address appeared on "where2gopaterson.com" or whether that website was associated with Paterson, New Jersey.[9] See R. 1:20-6(c)(2)(C) (providing that "[t]he burden of going forward regarding defenses . . . relevant to the charges of unethical conduct shall

[9] We take judicial notice that, in addition to Paterson, New Jersey, there is also a small, unincorporated community named "Paterson" in Washington state.

be on the respondent”). In our view, respondent leveraged an unsupported allegation regarding N.S.’s marketing practices to attempt to relitigate a previously settled trademark lawsuit, without a good faith basis in law or fact.

RPC 5.5(a)(1)

RPC 5.5(a)(1) prohibits an attorney from engaging in the unauthorized practice of law by, among other things, practicing law while administratively ineligible.

Although an attorney’s knowledge of his ineligibility is not required to sustain an RPC 5.5(a)(1) charge, the quantum of discipline is enhanced when an attorney knowingly practices law while ineligible. Compare In the Matter of Jonathan A. Goodman, DRB 16-436 (March 22, 2017) (admonition for an attorney who practiced law during two periods of ineligibility; he was unaware of his ineligibility), with In re Mordas, 246 N.J. 461 (2021) (reprimand for an attorney who, despite his awareness of his ineligibility to practice law, twice appeared before the Superior Court in connection with his client’s criminal matter).

Here, between October 21, 2016 and January 6, 2017, respondent was administratively ineligible to practice law based on his failure to comply with the procedures for annual IOLTA registration. During his period of ineligibility, respondent admittedly violated RPC 5.5(a)(1) by filing the Cancellation Petition, a letter to N.S.'s attorney inviting settlement discussions, and a brief in opposition to N.S.'s summary judgment motion. Moreover, he performed legal work in connection with six unrelated client matters during his ineligibility period.

However, the record before us does not clearly and convincingly establish that respondent was aware of his ineligibility at the time he performed his unauthorized legal work. Specifically, he claimed that he inadvertently neglected to complete his annual IOLTA registration, in 2016, because of his obligations as a busy solo practitioner. Moreover, respondent appeared to have discovered his ineligible status only after receiving a telephone call from an IOLTA representative, following which he immediately completed his 2016 IOLTA registration. Significantly, both the timing of that telephone call and, subsequently, whether he continued to perform legal work before his reinstatement to the practice of law, on January 6, 2017, is unclear. Accordingly, on this record, we decline to disturb the hearing panel's conclusion that respondent did not knowingly practice law while ineligible.

We dismiss the remaining charges of unethical conduct.

RPC 3.2

In relevant part, RPC 3.2 requires a lawyer to treat with courtesy and consideration all persons involved in the legal process. As we recently observed, "a violation of RPC 3.2 for failing to treat persons involved in the legal process with courtesy and consideration generally involves insulting or belligerent conduct." In the Matter of David S. Rochman, DRB 23-138 (December 6, 2023) at 46, so ordered, 256 N.J. 514 (2024).

Here, the RPC 3.2 charge is premised upon respondent's decision to file the Agreement as a public document to the Cancellation Petition, despite its confidentiality, and, thereafter, failing to either seal or remove that submission from the TTAB's public docket. In our view, although respondent failed to preserve the confidentiality of the Agreement, his conduct was neither insulting nor belligerent and, thus, we determine to dismiss the RPC 3.2 charge as inapplicable to this matter.[10]

RPC 3.3(a)(5)

In relevant part, RPC 3.3(a)(5) prohibits a lawyer from failing to disclose to a tribunal a material fact knowing that the omission is reasonably certain to

[10] As detailed below, although respondent was not charged with having violated RPC 1.6(a) (failing to maintain confidential information relating to the representation of a client), we consider such uncharged conduct in aggravation. See In re Steiert, 220 N.J. 103 (2014).

mislead the tribunal. Violations of RPC 3.3(a)(5) typically involve an attorney's knowing failure to disclose material information not otherwise known or readily discoverable by the tribunal. See In re Bradley, __ N.J. __ (2022), 2022 N.J. LEXIS 1166 (the attorney misrepresented to a municipal court, in connection with his representation of a client in a driving while intoxicated (DWI) matter, that his client had no prior convictions for DWI; in fact, earlier that same day, the client had been sentenced as a "first offender" for DWI purposes in a separate municipal court; the client's driver's abstract had not been updated between his court appearances, and neither the court nor the prosecutor were aware of the earlier conviction; as a result, the client was sentenced as a "first offender" twice).

Here, the RPC 3.3(a)(5) charge is premised upon respondent's failure to disclose to the TTAB that N.S.'s Neptune address – as referenced in the "screenshot" of N.S.'s website appended to the Cancellation Petition – was located in Monmouth County, within N.S.'s business territory. In our view, respondent's failure to disclose such readily discoverable information within the public domain was not reasonably certain to mislead the TTAB, particularly when N.S. promptly requested that the TTAB take judicial notice of Neptune's location within Monmouth County. Indeed, the TTAB took judicial notice of Neptune's location and was not misled by respondent's otherwise frivolous

Cancellation Petition. See In the Matter of Joseph Rakofsky, DRB 23-040 (July 27, 2023) at 60 (observing that "[i]t is not axiomatic that a frivolous pleading, violative of RPC 3.1, is also violative of RPC 8.4(c)," which – like RPC 3.3 – requires proof of intent), so ordered, 257 N.J. 180 (2024). Consequently, we determine to dismiss the RPC 3.3(a)(5) charge as inapplicable to this matter.

Finally, we respectfully part company with the hearing panel's determination that respondent violated RPC 3.3(a)(1), given that the formal ethics complaint neither charged respondent with having violated that Rule nor provided him sufficient notice. See R. 1:20-4(b) (entitled "Contents of Complaint" and requiring, among other notice pleading requirements, that a complaint "shall set forth sufficient facts to constitute fair notice of the nature of the alleged unethical conduct").

In sum, we find that respondent violated RPC 3.1 and RPC 5.5(a)(1). We dismiss the charges that he violated RPC 3.2 and RPC 3.3(a)(5). The sole issue left for determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

Recently, attorneys who have filed frivolous litigation have received discipline ranging from a censure to a long term of suspension, depending on the attorney's disciplinary history and the presence of aggravating factors or other ethics infractions. See, e.g., In re Fiocca, 254 N.J. 100 (2023) (censure for an attorney who registered a nonprofit company in substantially the same business name as her former brother-in-law's longstanding cardiology practice and, months later, filed a frivolous lawsuit against the cardiology practice alleging that the entity was unlawfully using the nonprofit's business name; additionally, the attorney issued a frivolous subpoena merely to obtain the correct address of the cardiology practice; the attorney's misconduct spanned approximately seven months; in aggravation, we weighed the attorney's evasive and incredible testimony during the ethics hearing, her failure to provide a rational explanation for her decision to select a business name similar to that of the cardiology practice or her lawsuit against it, and her decision to engage in an apparent retaliatory scheme against her former brother-in-law; no prior discipline); In re Deshmukh, 256 N.J. 324 (2024) (three-month suspension for an attorney who filed a frivolous lawsuit against a former business partner, despite a bankruptcy discharge injunction precluding such litigation; the attorney refused to stipulate to the partner's dismissal from the lawsuit and continued to attempt to obtain discovery from the partner, even after a bankruptcy court sanctioned him for violating the injunction without justification; the attorney satisfied the sanction amount and was not motivated by pecuniary gain; no prior discipline); Rakofsky, 257 N.J. 180 (one-year suspension for an attorney who, during the span of approximately one year, filed pleadings in three matters that asserted frivolous claims for damages, in order to coerce favorable outcomes; in one matter in which he sought $1 million for his "emotional distress" following an unwelcome visit to a dentist's office, the dentist settled the lawsuit, for nuisance value; no court had declared the attorney's claims to be frivolous or lacking in merit and, with the exception of one matter, the attorney's cases did not result in a waste of judicial resources, given that they were settled soon after they were filed; the attorney also sent an insulting letter to a judge, engaged in discourteous conduct to one client, and sent a threatening and demeaning e-mail to a second client; although the attorney admitted the facts underpinning his misconduct, he continued to deflect blame for his actions onto others; prior censure for fabricating his credentials in an attorney advertisement).

Respondent, however, also practiced law while administratively ineligible, albeit without clear and convincing evidence that he was aware of his ineligibility. Ordinarily, an admonition will result when an attorney practices law while ineligible but is unaware of the ineligibility. See In re Warren, 249 N.J. 4 (2021) (between October 20 and November 17, 2017, the attorney practiced law while administratively ineligible by appearing in court on two occasions – once as a municipal prosecutor and the second time as counsel to a party in Superior Court; there was no evidence that the attorney was aware of his ineligibility when he engaged in the misconduct; prior reprimand for unrelated misconduct).

Here, respondent – an experienced intellectual property practitioner – frivolously attempted to cancel N.S.'s trade and service mark registrations, while ineligible to practice law, despite R.D. and N.S. having settled their trademark dispute more than a year earlier. As the TTAB observed, respondent not only was precluded from attempting to cancel the N.S. Mark registrations, but he also asserted time-barred or legally insufficient claims, in an attempt to relitigate the previously settled dispute.

Moreover, he baselessly accused N.S. of violating the Agreement by listing a mailing address in a prohibited territory, even though the exhibit he utilized to support that contention merely portrayed N.S.'s website listing its Neptune address. Although N.S. repeatedly notified respondent of the Cancellation Petition's false allegation, he made no attempt to correct his erroneous statement. Indeed, his brief in opposition to N.S.'s motion to dismiss completely ignored N.S.'s repeated, expressed concerns regarding the veracity of the Cancellation Petition.

As the hearing panel correctly observed, respondent's conduct was not merely an isolated mistake in which he failed to attach the correct document to the Cancellation Petition. Rather, his actions resulted in a continuous attempt to assert a frivolous allegation against N.S., which needlessly incurred legal fees to defend its trade and service mark registrations. Significantly, N.S.'s owner alleged that the expenses he had incurred in connection with respondent's misconduct forced N.S. to dissolve its operation in Massachusetts.

Compounding respondent's misconduct, he failed to follow the procedures set forth in the Agreement in connection with his representation of R.D. Specifically, prior to filing the frivolous Cancellation Petition, he failed to provide the required notice to N.S. and its counsel of the alleged violation of the Agreement, in order to provide N.S. the opportunity to correct its conduct. Moreover, although the parties agreed that the DNJ would adjudicate any material breach of the Agreement, respondent requested that the TTAB cancel the N.S. Mark registrations, in part, because of his unsupported theory that N.S. had violated the Agreement.

Respondent further exacerbated his misconduct by failing to safeguard the confidentiality of the Agreement, which he filed as a publicly accessible submission with the TTAB. Although N.S. requested that respondent remove the Agreement from the TTAB's public docket, he has made no attempt to do so for more than nine years, demonstrating his indifference toward the confidentiality of the parties' settlement.

Despite the foregoing aggravating circumstances, we determine that a term of suspension is unwarranted based on applicable disciplinary precedent.

Specifically, unlike the attorney in Deshmukh, who received a three-month suspension for continuing to engage in frivolous conduct after having been sanctioned by a court, respondent neither received a sanction nor defied any specific court directive in connection with his frivolous litigation. Further, unlike the censured attorney in Fiocca, whose misconduct spanned several months, respondent's misconduct was confined to a period of approximately two months. In further contrast to Fiocca, more than nine years have elapsed since respondent's misconduct concluded and, in that time, he has had no additional discipline. See In re Alum, 162 N.J. 313 (2000) (after passage of eleven years with no further ethics infractions, discipline was tempered based on "considerations of remoteness"). Indeed, this matter represents respondent's first brush with the disciplinary system in his twenty-year career at the bar, a factor that we and the Court consistently have accorded considerable weight. See In re Convery, 166 N.J. 298, 308 (2001).

Conclusion

On balance, weighing the significant passage of time since the underlying conduct and respondent's lack of prior discipline, we determine that a reprimand is the appropriate quantum of discipline necessary to protect the public and preserve confidence in the bar.

Finally, as a condition to his discipline, we recommend that respondent be required, within thirty days of the issuance of the Court's disciplinary Order in this matter, to take steps to either seal or remove the Agreement from the TTAB's public docket.

Members Hoberman and Modu were absent.

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 Emmanuel Coffy
Docket No. DRB 25-260

Argued: January 15, 2026

Decided: April 13, 2026

Disposition: Reprimand

Members	Reprimand	Absent
Cuff	X	
Boyer	X	
Campelo	X	
Hoberman		X
Menaker	X	
Modu		X
Petrou	X	
Rodriguez	X	
Spencer	X	
Total:	7	2

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