DISCIPLINARY REVIEW BOARD

OF THE

SUPREME COURT OF NEW JERSEY

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July 2, 2026

VIA CERTIFIED, REGULAR & ELECTRONIC MAIL
Douglas Michael Angoff, Esq.
c/o Scott B. Piekarsky, Esq.
Offit Kurman
Court Plaza South
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Re: **In the Matter of Douglas Michael Angoff**
Docket No. DRB 26-089
District Docket No. XIV-2024-0274E

Dear Mr. Angoff:

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 Office of Attorney Ethics (the OAE), pursuant to R. 1:20-10(b). Following a review of the record, the Board granted the motion and determined to impose an admonition, with a condition, for your violation of RPC 1.1(a) (two instances – engaging in gross neglect); RPC 1.3 (two instances – lacking diligence); RPC 1.4(b) (two instances – failing to communicate with the client); RPC 1.7(a) (two instances – engaging in a conflict of interest); RPC 1.16(d) (two instances – failing to protect the client's interests upon termination of the representation); and RPC 5.5(a)(2) (two instances – knowingly assisting a person who is not an authorized member of the bar in the unauthorized practice of law).

Specifically, in December 2023, you answered an employment advertisement for a real estate attorney posted by Gibb & Mason, LPG (G&M), a mortgage foreclosure consulting firm located in Glendale, California. G&M is not a law firm; however, the company's website states that it provides document preparation, foreclosure assistance, and legal processing services.

On December 26, 2023, you spoke with Jason Dawson, a G&M administrator and, later that same date, Dawson sent you a services agreement which set forth the scope of services that you would provide, including "the pursuit of post-foreclosure remedies as allowed under law; the recovery of settlement proceeds in association with Judicial Foreclosure Trustee Sale that have taken place in the State of New Jersey; and pursuit of any litigation of any sort that relates to such a sale." The agreement provided that you would be compensated for your services, on a contingency basis, based on twelve percent of the net recovery per case. It further stated that you would represent both the client and G&M in each matter and that both parties would execute a waiver of conflict.[1]

Prior to accepting the position, you spoke with several people at G&M to clarify the nature of the work that you would be performing and, on December 29, 2023, you declined G&M's offer to serve as legal counsel. However, a few days later, you sent an e-mail to Dawson requesting additional details about the position. In reply, Dawson informed you that you would serve as an independent contractor who would assist former homeowners collect any surplus proceeds following the foreclosure sale of the property and payment of all outstanding liens, fees, and taxes by reviewing and executing motions to release surplus funds prepared and sent by a G&M legal assistant. Following your conversation with Dawson, you accepted the position and, on January 4, 2024, executed the agreement. On January 10, 2024, a representative from G&M also executed the agreement.

[1] Respondent was not provided with, and did not execute, a waiver of conflict of interest form for any matter assigned to him.

The Sessanta Matter

On June 8, 2023, Kimberly Sessanta signed a Statement of Authorization (Authorization), authorizing G&M to serve as her agent, authorized representative, and attorney-in-fact regarding a sheriff's sale of her former property. The Authorization allowed G&M (1) to communicate with the foreclosure trustee, and (2) to handle any "Surplus Proceeds Checks" related to the sale. It further instructed the foreclosure trustee to send all communications and surplus proceed checks to G&M.

The property sold for $188,500. The proceeds from the sheriff's sale were sufficient to satisfy outstanding obligations, including the mortgage, leaving a surplus of $1,102.27. On April 18, 2023, the surplus funds were deposited with the New Jersey Superior Court Trust Fund (the SCTF).

On December 19, 2023, prior to your employment with G&M, G&M filed motion with the New Jersey Superior Court Office of Foreclosure (SCOF), to release the surplus funds. The motion documents were signed by Sessanta, acting in a pro se capacity, but the cover letter was signed by a G&M paralegal and listed G&M's contact information. Through the motion, Sessanta sought the release of $12,131.67; however, this amount exceeded, by more than $11,000, the actual amount of surplus funds held in the SCTF.

Thereafter, the Supreme Court Clerk's Office (the SCCO) notified G&M that the motion was deficient and had not been filed because "[c]orporate entities must be represented by an attorney pursuant to R. 1:21-1(c)." The SCCO also returned to G&M a paper check for filing fees which G&M had included with its December 19 submission.

On February 9, 2024, G&M drafted and sent you a revised Sessanta motion to release surplus proceeds for review. After suggesting "some (minor) edits," which G&M incorporated into the motion, you signed the motion and the accompanying documentation and returned it to G&M, for electronic filing. At no time, prior to the motion filing, did you verify the amount of the surplus proceeds sought in the motion. Shortly thereafter, using your eCourts credentials, G&M electronically filed the revised motion executed by you, as "Attorney for Kimberly D. Sessanta," with the Superior Court and authorized the filing fee to be charged to a Judiciary Account Charge System (JACS) account that belonged to your former employer, Souder Shabazz & Woolridge (SS&W). On March 20, 2024, the court denied the motion.

The Tullie Matter

On June 15, 2023, the property owned by Jennifer Tullie (deceased) was sold at sheriff's sale for $170,500. The proceeds from the sheriff's sale were sufficient to satisfy outstanding obligations, including the mortgage, leaving a surplus of $63,958.98. On August 28, 2023, the surplus funds were deposited with the SCTF.

Five months later, on November 20, 2023, a motion for the withdrawal of surplus funds was filed on behalf of Dolphin Cove Condominium Association, Inc. (Dolphin Cove), of which the Tullie property was associated. The motion was filed incorrectly with the Atlantic County Superior Court, Chancery Division. As such, on the same date, the presiding judge transferred the motion to the SCOF, pursuant to R. 4:57-2. Subsequently, on December 18, 2023, the SCOF denied the motion for technical defects.

On January 10, 2024, G&M sent you, for review, an e-mail containing a motion to intervene and request for an order for withdrawal of excess surplus proceeds, supporting certification of Ronald Tullie, and a brief, which G&M had prepared on behalf of Ronald Tullie (the successor-in-interest to the estate of Jennifer Tullie), for the purpose of facilitating the release of surplus proceeds resulting from the sheriff's sale of the Tullie property.

The following day, you returned to G&M, via e-mail, the fully executed motion for filing. In your e-mail, you noted that you had made some revisions to the brief, which he thought were appropriate, however; if G&M disagreed with the revisions, they could skip them. Prior to filing the Tullie motion, you failed to obtain written verification from the SCTF regarding the actual amount of surplus funds that had been deposited with the Court.

On January 17, 2024, G&M incorrectly filed the executed motion and supporting documents using the Judiciary Electronic Document Submission (JEDS) system.[2] A week later, on January 24, 2024, a deficiency notice was

[2] Like e-Courts, which is the electronic filing system for attorneys, JEDS allows self-represented (pro se) individuals to electronically submit documents for filing with the Court.

generated indicating the motion was received but not filed and the ACH payment declined as the motion was filed via the incorrect filing system. Consequently, on February 22, 2024, G&M refiled the same motion through eCourts using your credentials. Again, G&M authorized the filing fee to be charged to a JACS account that belonged to your former employer, SS&W.

On February 23, 2024, counsel for Dolphin Cove filed a new motion seeking the withdrawal of surplus funds, in the amount of $17,703.21, from the Tullie property sale. The motion specified that any objections to the motion were to be filed with the SCOF, in writing, within ten days after receipt.

On March 15, 2024, you were contacted by the law clerk for the Honorable Susan M. Sheppard, P.J.Ch., who advised you that two hearings had been scheduled in the Tullie matter, one for that date and one for March 18, 2024. You immediately attempted to contact G&M, using numerous numbers at the firm, to no avail. You also left a voicemail for several G&M employees to contact you and sent two e-mails; however, you received no response. Over the next week, you again attempted, without success, to reach Dawson and two other G&M employees to discuss the Tullie matter.

On March 18, 2024, you sent an e-mail to G&M advising the status of the Tullie motions and stating your intent to withdraw your representation in both the Tullie and Sessanta matters. You stated that you had realized that it was not in your interest, or that of G&M or the clients, to continue with your representation and that you were resigning from the agreement.

On March 20, 2024, the SCCO submitted an ethics referral concerning your work with G&M, as well as specific concerns related to your use of the SS&W JACS account for payment of filing fees. Also on March 20, the court denied your motion for surplus funds in the Sessanta matter.

On March 22, 2024, you sent an e-mail to Judge Sheppard's law clerk, asking her to relay it to Judge Sheppard, describing your relationship with G&M and highlighting various concerns you had about the legitimacy of the work with the company, despite having done some due diligence prior to accepting the position. After just two months of working with G&M, you determined to terminate the relationship. You further acknowledged that, although you had worked with G&M to file the Tullie motion, you noted that you had not been advised of the two motion hearings scheduled in that matter. You further stated your concern that G&M may have used your name and credentials in other matters without your knowledge.

On March 26, 2024, you sent an e-mail to G&M, confirming that you would no longer serve as counsel in the Sessanta matter and advising that an order from the SCOF required some action on the part of the plaintiff. Although you filed a formal notice withdrawing as counsel in the Tullie matter, you failed to file one in the Sessanta matter. On April 26, 2024, the motion for surplus funds, executed and filed in the Tullie matter, was marked as withdrawn.

Based on the foregoing, the Board found that you violated RPC 1.1(a) (two instances) and RPC 1.3 (two instances)[3] by accepting the representation of G&M, Sessanta, and Tullie, knowing that you lacked experience in handling surplus funds matters, and, thereafter, failing to prosecute the motions, resulting in their denial. Next, you violated RPC 1.4(b) (two instances) by failing to contact either Sessanta or Tullie, and by failing to keep them reasonably informed about the status of their matters. Additionally, you violated RPC 1.7(a)(1) (two instances) by representing both G&M and Sessanta, in the Sessanta matter, and both G&M and Tullie, in the Tullie matter, without obtaining a written conflict waiver from the parties, where the clients' interests were adverse to the fee charged. You violated RPC 1.16(d) (two instances) by failing to take reasonably practicable steps to protect the interests of Sessanta and Tullie, upon the termination of the representation, by failing to notify them of the termination, provide them time to employ new counsel, or discuss with them the options available to them following his withdrawal from the representation. Finally, you violated RPC 5.5(a)(2) (two instances) by assisting G&M employees, who are not members of the New Jersey bar, in the performance of activities constituting the practice of law, including the preparation of and the use of your eCourts profile to file pleadings with the Superior Court in both the Sessanta and Tullie matters.

[3] The Board determined to dismiss the third charged instance of RPC 1.3. That charge was premised solely on your purported lack of diligence in your representation of G&M, in connection with your handling of the Sessanta and Tullie matters, misconduct that is fully encapsulated in the other charged violations.

In imposing only an admonition, the Board weighed, in mitigation, your lack of prior discipline in forty years at the bar and your admission to wrongdoing by entering into a stipulation of discipline by consent, thereby conserving judicial resources.

Additionally, as a condition to your discipline, you are required to reimburse $100 to your former employer, SS&W.

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
Disciplinary Review Board (e-mail)
Johanna Barba Jones, Director
Office of Attorney Ethics (e-mail and interoffice mail)
Corsica D. Smith, Deputy Ethics Counsel
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