

FORMAL COMPLAINT

Christine S. Orlando, Esquire, Presenter
Liberty View
457 Haddonfield Rd., Ste. 230
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(856) 317-7100

SUPREME COURT OF NEW JERSEY
District IV Ethics Committee
Docket Nos.: IV-2014-017

DISTRICT IV ETHICS COMMITTEE,	:	
	:	
Complaint	:	
	:	
v.	:	Disciplinary Action
	:	Complaint
ADAM LUKE BRENT,	:	
	:	
Respondent	:	

District IV Ethics Committee by way of complaint against Respondent, says:

GENERAL ALLEGATIONS

1. Adam Brent (Respondent) was admitted to the Bar of this State in 2003.
2. Respondent maintains law offices at 120 North 8th Street, Vineland, New Jersey, 08322.
3. By Order of the Supreme Court of New Jersey, dated October 30, 2013, effective November 4, 2013, Respondent was administratively ineligible to practice law, pursuant to Rule 1:28A, for failure to comply with the IOLTA program.
4. Respondent was reinstated to the active list and eligible to practice law on January 30, 2014.

FIRST COUNT
(Barbara Emmons)

5. In November 2013, Respondent was retained by Barbara Emmons (hereinafter "Emmons") of 2654 Ford Avenue, West Deptford, New Jersey, to represent her in a domestic violence action in which she faced criminal charges for assault arising out of an altercation with her adult daughter who resides with her.

6. Emmons also retained Respondent in November 2013 to represent her in an ejectment matter to remove her daughter from her home.

7. Respondent failed to provide Emmons with a retainer agreement or other writing confirming the terms of the representation.

8. During the initial meeting, Respondent made statements to Emmons, including claims that Emmons and Respondent could "retire badges" with her case.

9. Respondent's statements led Emmons to believe that Respondent could do more than defend her against the assault charges and to have unrealistic expectations concerning the outcome of her domestic violence matter.

10. Respondent failed to communicate with Emmons, failed to respond to her requests for status reports and failed to provide documents requested by Emmons, such as discovery obtained from the prosecutor.

11. Respondent failed to appear for a December 17, 2013, court hearing and refused to respond to Emmons' text messages and phone calls on the date of the hearing.

12. Respondent never advised Emmons that he believed that his representation of her may result in a violation of the Rules of Professional Conduct because he was appointed as a full time municipal court prosecutor in Franklin Township, which is in Gloucester County, where Emmons charges were pending in another municipality.

13. Respondent sent another attorney to appear at the hearing and defend the charges, but Respondent did not provide any notice to Emmons.

14. Respondent neglected the ejectment matter and failed to take action in a prompt and diligent manner, such as filing a lawsuit to initiate the ejectment process.

15. Respondent misrepresented to Emmons that a complaint was filed and her daughter would be served with ejectment papers shortly.

16. Respondent never filed any complaint or other proceeding in any court to eject Emmons' daughter.

17. Respondent failed to communicate with Emmons with respect to the ejectment matter, failed to respond to her requests for status reports, and failed to respond to her requests documents relevant to her case.

18. Respondent failed to notify Emmons that he believed an ethical violation prohibited him from representing her in the ejectment matter.

19. Respondent failed to withdraw as counsel, did not allow Emmons the opportunity to retain substitute counsel, refused to return the advance retainer from Emmons and refused to return Emmons' file at her request.

20. Respondent ceased all communications with Emmons when the alleged conflict arose.

21. Respondent was ineligible to practice law as the result of an administrative suspension for his failure to comply with the IOLTA requirements during the entirety of his representation of Emmons.

22. In July 2014, the District IV Ethics Committee opened an investigation of Respondent arising from a grievance filed by Emmons.

23. During the investigation conducted by the District Ethics Committee, Respondent was asked to provide documents and engage in an interview on two separate occasions.

24. Respondent failed to comply with the requests of the Investigator and did not provide any documents as requested or participate in an interview.

25. Respondent's failure to provide Emmons with a retainer agreement or other writing confirming the representation is a violation of RPC 1.5.

26. Respondent's statements, which led to Emmons to believe that Respondent could attain greater results than expected, constitute a violation RPC 7.1(a)(2).

27. Respondent did not keep Emmons adequately informed and his failure to communicate with Emmons despite her numerous attempts and

failure to Emmons with status reports and documents at her request violates RPC 1.4.

28. Respondent did not act diligently or promptly in representing Emmons in the ejectment matter in violation of RPC 1.3.

29. Respondent was deceitful and made misrepresentations concerning the filing of an alleged complaint, which was never filed, in violation of RPC 8.4.

30. Respondent ignored Emmons throughout the duration of the attorney-client relationship and failed to perform work on her matters as directed and required in violation of RPC 1.1(a).

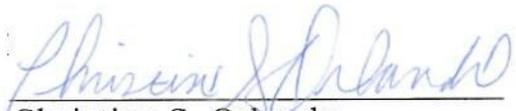
31. Respondent failed to withdraw as counsel when he believed it may lead to an ethical violation, failed to secure substitute counsel and failed to return Emmons' retainer and file in violation of RPC 1.16(a)(1) & (d).

32. Respondent engaged in the unauthorized practice of law while he was ineligible as the result of his failure to comply with the IOLTA mandates in violation of RPC 5.5.

33. Respondent's failure to comply with the Investigation conducted by the District Ethics Committee constitutes a violation of RPC 8.1(b).

WHEREFORE, Respondent should be disciplined.

DISTRICT IV ETHICS COMMITTEE

By: 
Christine S. Orlando,
Investigator

DATED: January 7, 2015

FORMAL COMPLAINT

Christine S. Orlando, Esquire, Presenter
Liberty View
457 Haddonfield Rd., Ste. 230
Cherry Hill, NJ 08002
(856) 317-7100

SUPREME COURT OF NEW JERSEY
District IV Ethics Committee
Docket Nos.: IV-2014-028

DISTRICT IV ETHICS COMMITTEE,	:	
Complaint	:	
v.	:	Disciplinary Action Amended Complaint
ADAM LUKE BRENT,	:	
Respondent	:	

District IV Ethics Committee by way of amended complaint against Respondent, says:

GENERAL ALLEGATIONS

1. Adam Brent (Respondent) was admitted to the Bar of this State in 2003.
2. Respondent maintains law offices at 120 North 8th Street, Vineland, New Jersey, 08322.
3. By Order of the Supreme Court of New Jersey, dated October 30, 2013, effective November 4, 2013, Respondent was administratively ineligible to practice law, pursuant to Rule 1:28A, for failure to comply with the IOLTA program.
4. Respondent was reinstated to the active list and eligible to practice law on January 30, 2014.

FIRST COUNT
(Gary Meyer)

5. In April 2013, Respondent was retained by Gary Meyer (hereinafter "Meyer") of 204 Browning Road, Merchantville, New Jersey, to represent him in an action against Kennedy Hospital (hereinafter "Kennedy") wherein Meyer asserts that Kennedy Hospital improperly and negatively affected his credit rating.

6. Respondent and Meyer executed a contingency retainer agreement, but Respondent failed to provide Meyer with a copy of the agreement.

7. Respondent also required a \$2,200.00 retainer, which Meyer paid.

8. During the initial meeting, Respondent made statements to Meyer advising him that his case "is worth a lot of money" and that he would be entitled to punitive damages.

9. Respondent also indicated to Meyer that Respondent would be able to recover several hundred thousand dollars for Meyer.

10. Respondent admits that "he felt confident that [he] could recover significant funds" for Meyer, but later realized he was not "equipped" to represent Meyer as this case was one of first impression for him.

11. Respondent's statements led Meyer to believe that Respondent would attain a large settlement on his behalf.

12. Respondent advised Meyer that it was important to immediately file a lawsuit and represented that he would file a lawsuit.

13. On May 22, 2013, Meyer provided Respondent with original documents supporting his case, which were necessary to file a lawsuit against Kennedy.

14. During the course of the representation, Respondent failed to communicate with Meyer, failed to respond to his numerous emails and telephone calls, and failed to provide documents requested by Meyer.

15. Respondent never communicated with Meyer until July 2013, when he advised Meyer that Kennedy offered a settlement of \$25,000.00.

16. Respondent recommended that Meyer attempt to recover a settlement of \$40,000.00, and Meyer agreed with his recommendation.

17. Thereafter, Respondent's communications with Meyer ceased.

18. Meyer became concerned that Respondent was not actually working on his file and that no lawsuit was ever filed on his behalf. Meyer began to record his telephone calls with Respondent in September 2013.

19. On September 7, 2013, Meyer called Respondent and left a voicemail message inquiring as to the status of Kennedy's last offer of \$25,000.00 and the counteroffer of \$40,000.00.

20. Respondent returned Meyer's call on September 7, 2013, and advised that he was unable to communicate with him because he was in Japan visiting her brother who was in an accident.

21. Respondent informed Meyer that he would contact his office and call him the following day.

22. Respondent failed to call Meyer as assured.

23. Meyer left two additional voicemail messages for Respondent on September 13 and 16, 2013, complaining of Respondent's failure to communicate and that he did not feel represented by Respondent.

24. Meyer called Respondent two times on September 18, 2013.

25. Respondent returned Meyer's telephone calls that day and claimed he was unaware that so much time had lapsed since he last called and apologized.

26. Respondent asserted that he would call Meyer that Friday.

27. When Respondent failed to call Meyer as assured, Meyer sent a letter dated September 21, 2013, advising Respondent that Meyer's legal interest were not represented and reciting the history of Respondent's failure to communicate with him.

28. By letter dated, September 21, 2013, Meyer requested copies of all documents relevant to his case and a status report.

29. Respondent did not provide the documents pursuant to Meyer's request.

30. By letter dated, September 21, 2013, Meyer directed Respondent to accept Kennedy's \$25,000.00 offer to finalize the matter.

31. Meyer also offered Respondent the opportunity to refund his retainer of \$2,200 because Respondent did not complete any work on the file.

32. On October 4, 2013, Meyer emailed Respondent to memorialize a telephone conversation they had the week prior wherein Respondent indicated that he would accept the \$25,000.00 offer.

33. Meyer further expressed dissatisfaction in Respondent's failure to return his telephone calls and reminded Respondent that his failure to settle the case was negatively impacting Meyer's credit and his ability to complete a real estate transaction.

34. By email dated October 4, 2013, Meyer again offered Respondent the opportunity to refund his retainer of \$2,200 if Respondent was not willing to perform work on the file.

35. Respondent did not answer the October 4, 2013 email.

36. On October 9, 2013, Meyer left a voicemail message for Respondent informing him that he was clear in his prior communications, but Respondent continues to ignore his telephone calls and refuses to settle the matter as authorized.

37. Respondent returned Meyer's telephone call that day and advised Meyer that he filed a motion with the Court, but the Court did not believe that Meyer suffered irreparable harm as his damages are financial in nature.

38. Respondent never filed a lawsuit or other proceeding on Meyer's behalf.

39. On October 9, 2013, Respondent now claimed that he never had an offer of \$25,000.00 from Kennedy; instead, Kennedy's attorney advised that he would recommend the settlement to the insurance carrier.

40. Respondent advised Meyer that he had an offer of \$15,000.00 with the condition that all negative reporting would be removed from Meyer's credit.

41. Meyer instructed Respondent to accept the offer.

42. On October 10, 2013, Meyer emailed Respondent for an update.

43. Respondent informed Meyer that he contacted Kennedy's attorney and was waiting for confirmation. He also inquired as to whether Meyer was available that day to sign a release.

44. Respondent never communicated with Meyer thereafter.
45. On October 18, 2013, Meyer sent a final email to Respondent again requesting all documents sent to and received from Kennedy in this matter, but Respondent failed to respond.
46. Respondent failed and refused to provide the documents as Meyer requested.
47. On December 9, 2013, Meyer filed for fee arbitration.
48. Respondent filed a response in the fee arbitration and simply replied "client wants a refund because he claims no work was done on the file however this is not true."
49. Respondent repeatedly attempted to delay the arbitration.
50. On April 8, 2014, the matter was scheduled and Respondent again sought an adjournment on the day of the arbitration.
51. Respondent's request for an additional adjournment was denied and the matter proceeded with Respondent appearing by telephone.
52. The fee arbitrator concluded that Respondent failed to communicate with Meyer, misguided Meyer as to what services were rendered and failed to follow Meyer's instructions to settle the lawsuit.
53. Respondent was ordered to return the \$2,200.00 and the file retainer to Meyer.
54. Respondent failed to return Meyer's file to him which included original documents.
55. Respondent was ineligible to practice law as the result of an administrative suspension for his failure to comply with the IOLTA requirements effective November 4, 2013, and he continued to represent Meyer until he was terminated on December 9, 2013.
56. In July 2014, the District IV Ethics Committee opened an investigation of Respondent arising from a grievance filed by Meyer.
57. During the investigation conducted by the District Ethics Committee, Respondent was asked to provide documents and engage in an interview on two separate occasions.

58. Respondent failed to comply with the requests of the Investigator and did not provide any documents as requested or participate in an interview.

59. During the Investigation, Respondent, by letter dated September 19, 2014, advised the Investigator that he “never told the client that [he] had filed a complaint.”

60. Meyer provided audio recordings of conversations between him and Respondent in the investigation. These recordings demonstrate that Respondent advised Meyer on October 9, 2013, that he filed a motion with the Court.

61. Respondent’s failure to provide Meyer with a retainer agreement or other writing confirming the representation is a violation of *RPC 1.5*.

62. Respondent’s statements, which led to Meyer to believe that Respondent could attain a settlement of several hundred thousand dollars on his behalf, constitute a violation *RPC 7.1(a) (2)*.

63. Respondent did not keep Meyer adequately informed and his failure to communicate with Meyer, despite his numerous attempts, and failure to provide Meyer with status reports and documents at Meyer’s request violates *RPC 1.4(b)*.

64. Respondent did not act diligently or promptly in representing Meyer in resolving his issue with Kennedy and repairing his credit matter in violation of *RPC 1.3*.

65. Respondent was deceitful and made misrepresentations concerning the filing of an alleged complaint, which was never filed in violation of *RPC 8.4(c) & (d)*.

66. Respondent ignored Meyer throughout the duration of the attorney-client relationship and failed to perform work on his case as directed and required in violation of *RPC 1.1(a)*.

67. Respondent failed to abide by Meyer’s decision to settle the matter in violation of *RPC 1.2(a)*.

68. Respondent engaged in the unauthorized practice of law while he was ineligible as the result of his failure to comply with the IOLTA mandates in violation of *RPC 5.5*.

69. Respondent’s failure to comply with the Investigation conducted by

the District Ethics Committee constitutes a violation of *RPC 8.1(b)*.

70. Respondent made a false statement of material fact concerning whether he informed Meyer that a lawsuit had been filed during the course of the Investigation. In doing so, Respondent violated *RPC 8.1(a)*.

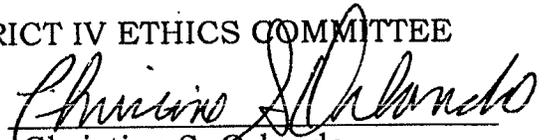
Respondent's conduct in this matter when combined with other acts of neglect as alleged in this pleading demonstrates a pattern of neglect in violation of *RPC 1.1(b)*.

WHEREFORE, Respondent should be disciplined.

DATED: February 20, 2015

DISTRICT IV ETHICS COMMITTEE

By:



Christine S. Orlando,
Investigator