

Office of Attorney Ethics
P.O. Box 963
Trenton, NJ 08625
Janice L. Richter, Trial Counsel (609) 530-4008

OFFICE OF ATTORNEY ETHICS,	:	
	:	DOCKET NO: XIV-05-081E
Complainant,	:	
	:	
vs.	:	DISCIPLINARY ACTION
	:	
EDWARD R. GORE, ESQ.	:	
	:	MOTION FOR DISCIPLINE
Respondent,	:	BY CONSENT

PLEASE TAKE NOTICE that, pursuant to R.1:20-10(b), the undersigned petitions the Disciplinary Review Board for imposition of discipline by consent.

TAKE FURTHER NOTICE that, at the time and place selected by the Board, application will be made to impose on you a reprimand, or whatever lesser sanction the Board may deem appropriate.

TAKE FURTHER NOTICE that, pursuant to R.1:20-10(b), no oral argument will be held, and the Board' s determination shall be on the written record.

Dated: October 6, 2006

/s/ Janice L. Richter, Deputy Ethics Counsel

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Complainant,	:	
vs.	:	DISCIPLINARY ACTION
EDWARD R. GORE, ESQ.	:	
Respondent,	:	STIPULATION OF DISCIPLINE BY CONSENT

THIS STIPULATION is made and entered into between Edward R. Gore, Esq. (hereinafter Respondent), Michael Riley, Esq., Respondent's counsel, and Janice L. Richter (hereinafter Ethics Counsel).

Edward R. Gore, Esq. ["Respondent"] was admitted to the practice of law in the State of New Jersey and the Commonwealth of Pennsylvania in 1999. Respondent is employed as a sole practitioner. For all relevant times Respondent's firm was located at 2462 Whitehorse-Hamilton Square Road, Hamilton, New Jersey, where he rented office space from David Boyer, Esq. ["Boyer"]. Currently Respondent practices at 2561 Yardville-Hamilton Square Road, Hamilton, New Jersey.

A. MISCONDUCT COMMITTED

1. On or about April 2001, Boyer was retained by Albert Lamont to represent the Estate of Elizabeth Allan. The decedent was a Pennsylvania resident. Boyer represented the estate until August or September 2003.

2. Included in Allan's estate was a residential property located at 7527 Tabor Road, Philadelphia, Pennsylvania. On April 11, 2002, the Tabor Road property was sold to Kevin Bayer for \$40,000.00. Mr. Bayer was in the home repair business, and had done work on Boyer's rental properties and occasionally socialized with Boyer.

3. Prior to the purchase by Kevin Bayer, Boyer introduced Respondent to Bayer and Bayer asked Respondent to represent him. At that time, Respondent was renting office space at Boyer's law office.

4. Kevin Bayer renovated the 7527 Tabor Road property and on November 22, 2002, the property was sold to Lynda Korpuze for \$118,000.00.

5. When Respondent was retained, a sales contract dated January 8, 2002 had already been executed for the Tabor Road property. (Exhibit 1) Respondent was not the attorney of record for the sales contract. Kevin Bayer also had a financing commitment from World Savings, however Respondent advised Bayer that the World Savings terms were very expensive.

6. Kevin Bayer ultimately obtained financing through Boyer or one of Boyer's business entities.

7. Kevin Bayer signed a \$60,000.00 mortgage agreement with AJM Woodworking (a Boyer family corporation) as the mortgagor. (Exhibit 2)

8. Respondent improperly notarized the signature of Boyer's father, Leon Boyer, on the mortgage agreement without witnessing the signature, relying upon the representation of Boyer, in violation of RPC 8.4(c).

9. Leon Boyer has denied that the signature on the mortgage agreement was his signature.

10. Respondent deposited \$53,166.66 of the mortgage money into his attorney trust account number 3000000053, located at the Hopewell Valley Community Bank.

Respondent received the following checks:

- Paxwood, LLC check # 2056 for \$1,000.00, signed by Jennifer Boyer;
- David W. Boyer, Esq. Trust Account check #1436 for \$5,000.00;
- David W. Boyer, Esq. Trust Account check #1437 for \$166.66;
- Jennifer and David Boyer check # 0538 for \$41,000.00
- Jennifer and David Boyer check 0539 for \$6,000.00. (Exhibit 3).

Respondent cannot explain why only \$53,166.66 in financing was deposited when the mortgage agreement was for \$60,000.00, however those were all the proceeds he received from his client by way of checks.

11. On April 11, 2002, the Tabor Road closing took place. (Exhibit 4) Respondent issued trust account check 1001, dated April 11, 2002, in the amount of \$44,146.87, payable to Knights Abstract, the closing agent. (Exhibit 5) Trust account check number 1002, dated April 12, 2002, in the amount of \$8,719.79, was issued to Kevin Bayer for renovation expenses. (Exhibit 6) On May 29, 2002, Knights Abstract returned the \$44,146.87 check to Respondent, claiming that they never received the proper documentation to close the deal. Respondent was ready to close, however Boyer, as counsel to the estate, did not provide the documents required by Knights Abstract.

12. Upon the return of the funds from Knights Abstract, Respondent issued \$3,010.00 in legal fees to himself from his trust account as follows:

- Check 1031, dated September 25, 2002 in the amount of \$480.00, for the closing fee (Exhibit 7A);

- Check 1033, dated November 15, 2002, in the amount of \$1,200.00, for two trips to Bucks County to record the mortgage (Exhibit 7B);
- Check 1045, dated February 2, 2003, in the amount of \$1,330.00, for two trips to Philadelphia to record the deed on Tabor Road (Exhibit 7C).

13. Boyer advised Respondent to hold the Tabor Road proceeds in Respondent's trust account. Boyer also advised Respondent that Albert Lamont wanted Respondent to do work on the estate. Respondent met with Boyer and Lamont to discuss estate work to be completed, and agreed to represent Lamont. No written fee agreement was prepared by Respondent, nor was one signed by Mr. Lamont, in violation of RPC 1.5(b).

14. Any estate work the respondent completed was at the direction of Boyer. Respondent could offer no explanation as to why Boyer wanted him to work on the estate.

15. Respondent invoiced the Allan estate \$10,282.12 for legal fees that were paid from the Tabor Road proceeds maintained in Respondent's trust account. (Exhibit 8)

16. Respondent's estate invoices show charges primarily for the review of estate mail, much of which was "junk" mail, preparation of bills, review and inventory of estate files. Respondent explained that he would review the estate's mail and pass on anything of importance to Boyer.

17. On July 27, 2002, respondent billed the estate \$200.00 for a review of a Commonwealth Real Estate Transfer Certificate. (Exhibit 9) Respondent stated that the transfer certificate was related to the Tabor Road purchase by Bayer. Respondent reviewed this document for his client, Mr. Bayer, during the time he represented the estate. Respondent admits he should have billed the buyer and the seller each \$100, rather than bill all to the estate.

18. On March 12, 2003, respondent transferred \$19,987.88 from his trust account to an estate account, number 785736744, in the name of Elizabeth Allan located at the Commerce Bank. (Exhibit 10) This represented the balance of the funds remaining from the Tabor Road sale.

19. Despite Respondent's representation of Bayer, the purchaser of the Tabor Road property, Respondent agreed to hold the seller's proceeds in his trust account, and began to represent the seller at Boyer's direction. No conflict of interest waivers, from either Bayer or the estate, were obtained. His representation of both buyer and seller posed a substantial risk that such representation would be materially limited by respondent's responsibility to each, and constitutes a conflict of interest, in violation of RPC 1.7(a)(2).

20. Respondent followed Boyer's direction without question. He admitted he issued at least one \$1000.00 check to Boyer, at Boyer's request, without any idea of why the check was being issued. Respondent's reliance upon Boyer to instruct him to retain the funds from the sale, and disbursement of same without knowing why, providing and billing for reviewing junk mail at Boyer's direction, constitutes a violation of RPC 5.4(5)(c), which requires the professional independence of a lawyer.

B. AGGRAVATING/MITIGATING CIRCUMSTANCES

1. MITIGATING CIRCUMSTANCES

Mr. Gore was admitted to the practice of law in January, 1999, but did not enter the private practice of law until February, 2002. Until February, 2002, he remained employed by the New Jersey Senate as a Research Assistant. His responsibilities in that position did not deal directly with the practice of law. In February, 2002, Mr. Gore entered the private

practice of law as a sole practitioner, and established his bona fide office by renting space from attorney David W. Boyer, who maintained his law practice in the same location.

The sale of the Tabor Road property occurred in April, 2002. It was the first real estate closing that Mr. Gore had ever participated in as an attorney. He represented Kevin Bayer, the purchaser of the Tabor Road property. Mr. Boyer requested that Mr. Gore act as closing agent and to witness all documents as necessary. At that time, Mr. Gore viewed Mr. Boyer as a mentor, and had no reason to doubt any of the actions that Mr. Boyer requested relative to the closing of the Tabor Road property. The fact that the property and the clients were located in Pennsylvania led me to believe that the entire matter was to be governed by Pennsylvania "rules". He has since voluntarily ceased to practice law in Pennsylvania.

Mr. Gore's actions subsequent to the closing were again only undertaken with the approval of Mr. Boyer, as a senior attorney for the executor of the Allan estate. This statement is made with Mr. Gore's full understanding that his inexperience in handling these matters is a mitigating factor and not an excuse. All work done for the estate and payment for services was approved either by Mr. Albert Lamont, executor of the estate, or Mr. Boyer as attorney for the estate.

Any misconduct on Mr. Gore's part was an aberration. No grievances have been filed against him by any client, this matter having been disclosed through the OAE's investigation of Mr. Boyer. Mr. Gore has at all time been extremely cooperative with the OAE's investigation, and the one instance of an improperly notarized document was a single isolated incident and has not, and will not, be repeated.

These matters dealt with a real estate transaction and an estate. Since this incident Mr. Gore no longer deals with estate matters and only represents individuals in real estate

matters who are family or friends. He largely limits his practice to municipal court and criminal court matters, and many of his clients are low or middle income clients. He attempts to do more than his fair share of pro bono, or reduced fee legal services, for these clients. He also particularly attempts to assist teenagers and young adults who seem to have disproportionate contact with the municipal court system.

This matter occurred approximately four years ago. Mr. Gore has certainly learned a great deal since that time and would not have made these mistakes but for his inexperience and the influence of another attorney who Mr. Gore perceived to be more experienced and knowledgeable. Mr. Gore's actions were aberrational and he is willing to take any steps necessary to resolve this ethics matter and to assist any responsible party in resolving any related matter.

C. AGREED UPON DISCIPLINARY SANCTION AND LEGAL PRECEDENT

The Office of Attorney Ethics and Respondent agree that a reprimand, or whatever lesser discipline that the Court may deem warranted, is the appropriate sanction for the Respondent's violation of RPC 1.7(a)(2) and 1.9(a) (Conflict of Interest), RPC 5.4(5)(c) (Professional Independence of a Lawyer), and RPC 8.4(c)(Improper Notarization), under the factual circumstances described above. Legal precedent (Copies of Opinions Annexed) for this sanction includes:

Improper Notarization:

In the Matter of Kohar M. Boyadjian, 162 N.J. 61 (1999)

In the Matter of Michael Lessack, 148 N.J. (1997)

In the Matter of Neal E. Brunson, 155 N.J. 591 (1998)

Conflict of Interest:

In the Matter of Frederick W. Hardt, 183 N.J. 132 (2005)

In the Matter of John P. Doyle, 146 N.J. 629 (1996)

Professional Independence of a Lawyer:

No New Jersey opinions were located.

D. RESPONDENT'S REPRESENTATIONS

By entering into this stipulation, Respondent agrees that this disciplinary action will proceed directly to the Disciplinary Review Board (hereinafter Board), by way of a motion for discipline by consent, for review on the written record in accordance with R.1:20-10(b)(3). No further documentation beyond the record submitted will be accepted by the Board.

Respondent understands that, should the Board grant the motion for discipline by consent, it shall submit the written record to the Supreme Court for further action in accordance with R.1:20-16(e). Respondent further understands that, in the event the motion for discipline by consent is denied by the Board, the disciplinary proceeding shall proceed at the district ethics committee level as if no motion had been made. If the motion for discipline by consent is denied, this stipulation shall not be admitted into evidence in any proceeding.

E. SIGNATURE

September 18, 2006

/s/ Edward R. Gore, Esq., Respondent

September 18, 2006

/s/ Michael Riley, Esq., Respondent's Counsel

September 25, 2006

/s/ Janice L. Richter, Deputy Ethics Counsel

September 28, 2006

/s/ David E. Johnson Jr., Director OAE

7. The implications of submitting this consent are fully known to me.

8. I understand that disciplinary costs may be assessed against me in accordance with R.1:20-17.

9. I understand that this document will become a public record.

/s/ Edward Gore, Esq. Respondent

[Notarization]