Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 21-229
District Docket No. XIII-2019-0011E

In the Matter of	:
Raymond Andrew Grimes	:
An Attorney at Law	:

Decision

Argued: January 20, 2022

Decided: April 19, 2022

Jennifer L. Toth appeared on behalf of the District XIII Ethics Committee.

Respondent waived oral argument.

To the Honorable Chief Justice and Associate Justices of the Supreme Court of New Jersey.

This matter was before us on a recommendation for an admonition filed by the District XIII Ethics Committee (the DEC). We determined to treat the admonition as a recommendation for greater discipline, pursuant to R. 1:20-15(f)(4). The formal ethics complaint charged respondent with having

violated RPC 1.3 (lack of diligence); RPC 1.4(b) (failure to communicate with a client); RPC 1.4(c) (failure to explain a matter to the extent reasonably necessary to permit the client to make informed decisions about the representation); and RPC 1.16(b)(1) (failure to withdraw from representation without material adverse effect on client).

For the reasons set forth below, we determine to impose a reprimand.

Respondent earned admission to the New Jersey bar in 1988 and to the Pennsylvania bar in 1989. He has no prior discipline in New Jersey. At all relevant times, he maintained a practice of law in Neshanic Station, New Jersey.

Prior to the ethics hearing conducted in this matter, the parties entered into a stipulation of facts that confirmed many, but not all, of the facts alleged in the complaint.

On or about July 13, 2016, respondent and Mauro DeAraujo, the grievant, executed an agreement for legal services (the Fee Agreement) which stated that respondent would represent DeAraujo in an action against the Monroe Township Police Department (MPD). Specifically, DeAraujo alleged that he had sustained injuries during a June 27, 2016 encounter with the police, which resulted in DeAraujo's arrest in connection with a domestic disturbance. DeAraujo claimed that, as a result of the assault by the police, his pre-existing back injury had been aggravated.

The Fee Agreement explicitly stated that the representation was related to damages sustained from "an assault and violation of civil rights which occurred on June 27, 2016 in Monroe Township, New Jersey." The Fee Agreement further stated that respondent would "make a claim on [DeAraujo's] behalf against those who may be responsible for [DeAraujo's] injuries or damages;" "protect [his] legal rights;" and "do all necessary legal work to properly represent [him] in this matter." Respondent agreed, according to the Fee Agreement, to perform these legal services "up to and including trial." The Fee Agreement also required DeAraujo to pay all expenses and stated that, if any such expenses were advanced by respondent's law firm, the firm would be reimbursed out of any recovery.[1]

Although the written terms of the Fee Agreement were not in dispute, the parties disputed the intended scope of the representation. Respondent strenuously asserted that, notwithstanding the explicit written terms of the Fee Agreement, his representation of DeAraujo was limited to the filing of a tort claims notice in order to preserve DeAraujo's claims while DeAraujo obtained other counsel. Respondent maintained that, at the request of a former client and friend, he had agreed to file a tort claims notice for the sole purpose of

[1] The parties stipulated that the Fee Agreement was fully executed.

preserving DeAraujo's claims, despite the fact he already had determined the claims to be without merit. In order to do so, he required DeAraujo to sign the Fee Agreement. Respondent testified that he told DeAraujo that his representation was limited to filing the tort claim notice and that DeAraujo would need to obtain replacement counsel. Respondent acknowledged that, given his position, he should have crafted the Fee Agreement to limit the scope of services to the filing of a tort claims notice.

DeAraujo, on the other hand, testified that respondent told him he had a wonderful case and that respondent was willing to represent him. Upon execution of the Fee Agreement, DeAraujo explained that he understood respondent was going to represent him through trial, that respondent would "take care of the whole thing," and that respondent would let him "know when there's court dates."

DeAraujo also acknowledged, however, that respondent articulated his concerns about the perceived weaknesses in the case. For instance, DeAraujo testified that, during a July 8, 2016 meeting with respondent, prior to executing the Fee Agreement, respondent informed him that he did not believe DeAraujo had a claim.[2] Further, in his December 16, 2018 e-mail to the ethics investigator,

[2] Although DeAraujo claimed in an e-mail that the parties met on July 8, 2016, during which meeting respondent informed him he did not have a case, DeAraujo also testified that the first time

(footnote cont'd on next page)

DeAraujo again referred to the July 8, 2016 meeting, and stated that "[o]n 07/08/16 as per a conversation with [respondent] at his office . . . [respondent] told me that: You just have a bruise in your back, just let it go, if you like you could take this case to another lawyer . . . ." DeAraujo also testified that respondent told him that he should get another lawyer. Respondent's testimony concerning the July 8, 2016 meeting was in accord. Respondent also claimed that he repeatedly asked DeAraujo to "get another attorney or pursue the case himself. He chose neither."

Likewise, in an August 14, 2016 e-mail to respondent, DeAraujo stated, in part, "I understand that at this point the best I can do is rattle the cage and hope for settlement, as I am currently unable to pursue MPD due to lack of funds. At your convenience please let me know if you will be willing to handle this new tact and how much it will cost me to enlist your services." DeAraujo explained that he sent this e-mail following a conversation with respondent in which respondent expressed concern with proving the case.[3] DeAraujo testified, however, that, during this same conversation, he informed respondent that he needed surgery, to which respondent replied "great, your case is back on," and

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he met with respondent was on July 13, 2016, when the Fee Agreement was executed.

[3] It should be noted that, despite DeAraujo's admissions that respondent informed him regarding the perceived weaknesses in his case as early as the July 8, 2016 meeting, he was asked by the presenter at the ethics hearing "[t]hat summer, did [respondent] express to you any concerns about your case," to which he answered "no."

asked "would you like to go to Europe?" DeAraujo further claimed that respondent promised to get him $300,000 from the municipality for appropriate medical care. Respondent vehemently denied making such representations.

On September 21, 2016, respondent submitted tort claims notices to all interested parties, including the Office of the Attorney General; the Monroe Township Police Department; the Monroe Township Clerk's Office; and the Office of the Middlesex County Clerk. The tort claims notice and its accompanying cover letter identified respondent as DeAraujo's attorney. DeAraujo testified that, although the tort claim notice was sent after respondent had expressed concerns, he understood that respondent was still his attorney.

Over the next two years, respondent did not request the motor vehicle recording mentioned in the police report or any other discovery from the Monroe Township Police Department; did not request medical records from DeAraujo's treating physicians; did not maintain notes or records indicating that he spoke to any of DeAraujo's treating physicians; and did not retain an expert witness. During this same period, however, respondent and DeAraujo communicated via e-mail and telephone. Moreover, DeAraujo continued to receive medical treatment and, each time he saw a doctor, he sent an e-mail update to respondent.

DeAraujo testified that he believed that respondent was his counsel and was developing the case. Respondent never informed DeAraujo that he was not

requesting the medical records. DeAraujo also believed that respondent would secure the proper experts needed for his case. DeAraujo testified that he had a conversation with respondent in which he informed him that his surgeon, Dr. Nosko, for a fee of approximately $10,000, was prepared to opine that DeAraujo's injury was exacerbated by the June 27, 2016 assault. Moreover, DeAraujo testified that, although respondent told DeAraujo that he was going to speak with Dr. Nosko and would possibly hire Dr. Nosko as an expert, and also have another physician review DeAraujo's records, those actions never occurred.

Respondent, on the other hand, asserted that he had repeatedly told DeAraujo that his case was weak, that he was not pursuing the claim, and that DeAraujo needed to obtain replacement counsel. Respondent testified that he did not take any steps in furtherance of DeAraujo's claims because, in his opinion, he could not prove liability and he doubted DeAraujo's credibility. Respondent further claimed to have communicated to DeAraujo in numerous conversations that he needed more information to prove liability.

Respondent also sent e-mails to DeAraujo, in which he discussed his concerns with the case:

- **February 21, 2017** – respondent stated "I got the two records you sent but do you have anything from a doctor saying that the police attack on you caused any

type of damage and if so, what did it cause and is it permanent;"

- **October 16, 2017** - in response to an e-mail from DeAraujo that stated he had copies of his MRI to drop off at respondent's office; respondent replied that he "can't do anything with an MRI. A doctor has to read it and say that it is substantially different from the last one, and that the assault that you suffered caused it;"

- **December 7, 2017** - e-mail from respondent's secretary that acknowledged receipt of documents provided by DeAraujo and stated "[respondent] said you still need to prove that the police caused additional damage (injury) from your prior condition. That is what he needs to make a case for you. He said he discussed with you previously;"

- **December 11, 2017** - respondent stated "I am not sure if you are understanding where I am coming from. I will try to explain again. You[r] surgeon, who did your initial surgery, knows what your condition was prior to the surgery and after the surgery. He is the one that would have to make the decision and give an opinion that as a result of the assault by the police officers, that additional damage was caused to your spine… A pain management doctor cannot do that. Therefore, there is no reason for me to speak with the pain management doctor because he cannot give an opinion as your surgeon can. Once you speak to your surgeon and he can make that determination and give that opinion, then we potentially have a case. Before that happens, there is really nothing I can do. So basically, it is up to your surgeon to see if he is in agreement

[ExP-5.][4]

On June 26, 2018, the day before the statute of limitations was set to expire, respondent filed a pro se complaint on DeAraujo's behalf, which complaint was signed by DeAraujo but filed using respondent's eCourts attorney login credentials. The first page of the complaint included DeAraujo's name and signature, as a pro se plaintiff, and did not include respondent's name or the name of his law firm. Respondent testified that he filed the complaint at DeAraujo's request solely to preserve the statute of limitations. Respondent further testified that he explained to DeAraujo "what the procedure was;" that "we're going to do it in your name;" and "when you get another attorney . . . I would help any attorney that he gets." DeAraujo, on the other hand, testified that he did not understand that respondent expected him to proceed pro se but, instead, understood that respondent would remain his counsel. DeAraujo testified that he had no legal experience and was not familiar with the terms used in legal documents. DeAraujo acknowledged that he paid the $250 filing fee, which was consistent with the Fee Agreement. Respondent admitted that he did not amend the Fee Agreement at this time.

[4] "ExP" refers to the DEC's exhibits.
"HPR" refers to the DEC's March 11, 2021 hearing panel report.

The next day, June 27, 2018, the trial court sent a deficiency notice to respondent, advising that a motion to correct the metadata was required because not all the defendants had been added into eCourts. On June 28, 2018, respondent filed the required motion, which was granted by the court, on July 20, 2018.

On August 15, 2018, after the complaint had been filed, DeAraujo sent an e-mail to respondent regarding upcoming surgery and requested funds that, according to DeAraujo, respondent had promised early in the relationship. Respondent did not recall whether he replied to this e-mail and vehemently denied promising DeAraujo any such funds.

On September 17, 2018, respondent filed an amended complaint in which he identified himself as DeAraujo's attorney of record; on this occasion, respondent personally signed the complaint. Respondent explained that he was required to file an amended complaint after the court granted his motion to correct the metadata and, despite his belief that DeAraujo had no claim, respondent testified that he wanted to preserve DeAraujo's case because it was "the right thing to do." Respondent, however, failed to serve the defendants or to conduct any discovery.

On September 18, 2018, respondent sent an e-mail to DeAraujo to which he attached a substitution of attorney form. In his e-mail, respondent informed

DeAraujo that, "[a]s we previously discussed, I filed the complaint in this matter to save the [s]tatute of [l]imitations for you;" "[t]hat did not mean that I was going to pursue your claim for you;" and that "I do not believe that you have a claim at this time." Respondent further advised DeAraujo, in the same e-mail, that there was no doctor willing to prepare a report stating that the assault caused additional injuries; that the defendants had not been served; asked DeAraujo to sign the substitution of attorney and proceed pro se; and informed DeAraujo that DeAraujo would be responsible for serving the defendants.

DeAraujo did not sign the substitution of attorney. Moreover, DeAraujo testified that he had no idea what it meant to serve the defendants; that respondent never discussed that issue with him; and that respondent's statement that there was no expert to prepare a report was not true because Dr. Nosko had already indicated he would provide that opinion. DeAraujo further stated that the first time he learned that respondent did not have an expert report was when he received respondent's September 18, 2018 e-mail.

On November 9, 2018, the court issued a lack of prosecution notice, stating that the matter would be dismissed on January 8, 2019. On November 13, 2018, respondent's secretary sent a copy of that notice, via e-mail, to DeAraujo.

On November 20, 2018, respondent sent a letter to DeAraujo, via certified, regular, and electronic mail. In his letter, respondent reiterated that he did not believe DeAraujo had a provable case; reminded him that the defendants had not been served; and asked that new counsel contact him. In particular, respondent told DeAraujo that, "[a]fter obtaining the police report from that evening, it stated completely the opposite as to which you said happened that evening," and that the "the police officers deny ever assaulting you." Respondent continued, "[h]aving no witnesses except yourself, and having your own wife and child as well as several police officers testifying to something exactly the opposite, does not carry the day when it comes to liability." Regarding DeAraujo's injuries, respondent stated "[y]our doctor has never provided a report nor have I seen any documentation from him that states that he believes that an assault caused additional injuries which required another surgery."

On January 11, 2019, DeAraujo's case was dismissed for lack of prosecution.

On July 10, 2019, nearly a year after the initial complaint was filed and, following an inquiry by the ethics investigator as to whether a formal motion to withdraw as counsel was ever filed with the court, respondent filed a motion to reinstate the complaint and to be relieved as counsel. In support of the motion, respondent submitted a signed certification stating, among other things, that

following his review of discovery "there was no indication that there was any assault committed upon [DeAraujo] by the Monroe Township police department," and that he had filed the complaint, at DeAraujo's request, just prior to the expiration of the statute of limitations. Respondent further certified that, upon learning he could not file the pro se complaint through eCourts, he told DeAraujo he would file it with his attorney credentials, but that DeAraujo would need to sign a substitution of counsel or find another attorney, which "I have been asking him to do for well over a year."

On July 26, 2019, the court reinstated the case and permitted respondent to withdraw as counsel for DeAraujo.[5]

In defense of his actions, respondent maintained that, although he did not formally terminate his representation of DeAraujo, he communicated verbally, in writing, and through his actions that he was not interested in representing DeAraujo. Respondent claimed that he contacted the police department and confirmed there were no additional videos; he did not request the motor vehicle dashcam video because it would not have shown what transpired in the house; that there was no indication DeAraujo was, in fact, assaulted; and DeAraujo's ex-wife and son refused to testify. In the absence of proof of liability, respondent

[5] On November 29, 2019, the court dismissed the case a second time, without prejudice, for lack of prosecution. There has been no docket activity since that time.

believed it unnecessary to obtain medical records or to obtain a letter from Dr. Nosko. Respondent contended that DeAraujo knew, as early as their July 8, 2016 meeting, that respondent did not believe he had a case and that DeAraujo should find new counsel. Respondent also contended that DeAraujo understood that respondent was attempting to file the complaint for DeAraujo to pursue pro se and that respondent would not thereafter represent him.

The DEC found, by clear and convincing evidence, that respondent violated RPC 1.3, RPC 1.4(b), and RPC 1.4(c). The DEC determined, however, that the evidence failed to establish a violation of RPC 1.16(b)(1).

Specifically, the DEC concluded that respondent failed to act with diligence, in violation of RPC 1.3, because "a lawyer acting with reasonable diligence would have secured copies of the video-recorded statements and would have followed up with the [police department], in writing, to confirm whether additional videos existed." Further, respondent made no effort to contact or interview DeAraujo's ex-wife or son and failed to request medical records or obtain information from DeAraujo's doctor, Dr. Nosko, to determine "whether a causal link could be established between the officers' alleged conduct and the aggravation of [DeAraujo's] injuries." The DEC, thus, determined that, "[r]espondent was obligated to take these simple steps to satisfy his duty of diligence."

The DEC rejected respondent's excuse that any such effort would have been futile, instead finding that the videos may have reflected discrepancies between the police reports and the videotaped witness statements and may have contained footage of the misconduct DeAraujo alleged occurred at or near the police vehicles. Further, with reasonable diligence, respondent may have been able to obtain a letter from Dr. Nosko clearly establishing a causal link.

The DEC heavily weighed the language of the Fee Agreement – in which respondent explicitly agreed to pursue DeAraujo's claims through trial – and rejected respondent's testimony that he told DeAraujo he was not agreeing to take the case. The DEC concluded that:

> [r]espondent could have declined to undertake the representation based on his concerns about the weaknesses in [DeAraujo's] case. But he did not do so. Instead, [r]espondent signed the representation agreement (Exh. P-2), at which time he undertook an ethical obligation to use reasonable diligence to address the weaknesses in [DeAraujo's] case. Thereafter, [r]espondent could have withdrawn from the representation if he did so on a timely basis. But again, he did not do so. Instead, he took action after action – sending the notice of tort claims (P-4), filing the [c]omplaint (P-12), filing the [a]mended [c]omplaint (P-14) – that reaffirmed his role as [DeAraujo's] counsel.
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> [HPRpp9-10.]

Moreover, the DEC found DeAraujo's testimony to be credible and more consistent with the record than respondent's testimony. The DEC also rejected

respondent's claim that he was ethically obligated to decline moving forward with DeAraujo's claim because he did not believe his testimony. To the contrary, nothing in the record established that DeAraujo's claims were frivolous and, even if they were, "this would not justify [respondent's] decision to simply ignore the case." Thus, the DEC stated it was "left with a firm belief that [r]espondent failed to act with reasonable diligence by failing to seek discovery from the MPC and Dr. Nosko."

Next, the DEC determined that respondent violated RPC 1.4(b) and RPC 1.4(c) by failing to promptly and adequately convey to DeAraujo that he never intended to pursue the case, which would have allowed DeAraujo a fair opportunity to seek replacement counsel on a timely basis. Instead, respondent did not give DeAraujo written notice of his unwillingness to pursue the matter until September 18, 2018 – twenty-seven months after the incident and three months after respondent had filed the complaint. The DEC reasoned that "even at that time, [DeAraujo] reasonably believed that [r]espondent still represented him in the lawsuit. It was not until November 20, 2018 – after the [c]ourt had issued a notice of intent to dismiss for lack of prosecution – that [r]espondent clearly and unambiguously notified [DeAraujo] that he was unwilling to remain in the case."

The DEC determined that respondent's conduct did not, however, violate

RPC 1.16(b)(1), which permits an attorney to withdraw from a representation if it "can be accomplished without material adverse effect on the interest of the client." The DEC concluded that any "material adverse effect" on DeAraujo occurred well before respondent was relieved as counsel, by court order, in July 2019. "All harm that befell [DeAraujo] had already been sustained, and the withdrawal did not have a material adverse effect on [DeAraujo's] interest."

In mitigation, the DEC noted that respondent had no history of discipline and acknowledged his cooperation with the ethics investigation. The DEC found no significant aggravating factors but noted that respondent's admission of wrongdoing was given begrudgingly and without a showing of remorse or contrition; further, he repeatedly claimed that DeAraujo also was at fault.

Relying primarily on In the Matter of Christopher J. LaMonica, DRB 20-275 (January 22, 2021), and In the Matter of Jared A. Geist, DRB 20-073 (May 26, 2020), discussed below, the DEC recommended that we impose an admonition.

The DEC did not submit a brief for our consideration but reiterated at oral argument its agreement with the hearing panel's findings and recommended discipline. Respondent waived oral argument, but indicated he agreed with the conclusions and recommendations of the trier of fact.

Following a de novo review of the record, we are satisfied that the DEC's

finding that respondent's conduct was unethical is fully supported by clear and convincing evidence.

The record reveals that, on July 16, 2016, respondent entered into the Fee Agreement with DeAraujo to provide full representation in connection with DeAraujo's civil rights claim stemming from his June 27, 2016 police encounter. Three months later, on September 21, 2016, respondent filed a tort claims notice. On June 26, 2018, respondent filed a complaint on DeAraujo's behalf and subsequently filed an amended complaint. From the time the Fee Agreement was signed to the filing of the complaint, respondent failed to take any affirmative steps to advance DeAraujo's claims, such as interviewing witnesses, seeking information and videotape footage from the police department, or speaking with DeAraujo's treating surgeon.

Although respondent contended that DeAraujo's claims lacked merit and that it was never his intention to pursue the case, it is clear that DeAraujo continued to believe that respondent was acting as his counsel. None of the written communications from respondent explicitly stated he would not be pursuing the case. Rather, those communications stated only that the case had weaknesses. Further, although DeAraujo acknowledged that respondent had, at times, told him to seek new counsel, respondent continued to act as his counsel and did not formally seek to withdraw until 2019, nearly three years after he was

retained to pursue DeAraujo's claims. DeAraujo, thus, reasonably believed that respondent was investigating his claims, and addressing any perceived weaknesses. Having agreed to represent DeAraujo, respondent had an ethical obligation to act with diligence, keep DeAraujo reasonably informed of the status of the matter, and ensure he communicated in a manner that would permit DeAraujo to make informed decisions concerning his case. Respondent failed to do so, in violation of RPC 1.3, RPC 1.4(b), and RPC 1.4(c).

Further, as the DEC correctly pointed out, respondent could have declined to undertake the representation based upon his concerns about the weaknesses in the case, but he did not do so. Thereafter, respondent could have entered into an amended fee agreement with DeAraujo or withdrawn from the representation, but he did not do so. Instead, he repeatedly took actions that reaffirmed his role as DeAraujo's counsel. Specifically, he filed the tort claim notice; filed the pro se complaint using his attorney credentials for eCourts; and filed the amended complaint over his own signature. Concurrent with those actions, however, he wholly failed to advance DeAraujo's case.

However, we determine that there is insufficient evidence to prove that respondent violated RPC 1.16(b)(1). That Rule provides that a lawyer may only withdraw from representing a client if the "withdrawal can be accomplished without material adverse effect on the interests of the client." Here, respondent

filed a motion to withdraw as counsel six months after the complaint was dismissed for lack of prosecution. As the DEC correctly noted, by this point, the complaint already had been dismissed and the harm already had befallen DeAraujo; thus, respondent's formal withdrawal did not have a further material adverse effect on DeAraujo's interests beyond that already incurred through his lack of diligence and failure to communicate. Further, respondent ultimately was permitted to withdraw as DeAraujo's counsel by order of the trial court.

In sum, we find that respondent violated RPC 1.3, RPC 1.4(b), and RPC 1.4(c). We, however, determine to dismiss the charge that he violated RPC 1.16(b)(1). There remains for determination the appropriate quantum of discipline to impose on respondent for his misconduct.

Generally, an admonition is the appropriate form of discipline for lack of diligence and failure to communicate with the client. See, e.g., In the Matter of Christopher J. LaMonica, DRB 20-275 (the attorney promised to take action to remit his client's payment toward an owed inheritance tax; despite the attorney's assurances that he would act, he failed to remit the payment until two years later; the attorney also failed to return his client's telephone calls or to reply to correspondence; violations of RPC 1.3 and RPC 1.4(b); we considered, in mitigation, the attorney's unblemished disciplinary history in more than twenty-five years at the bar); In the Matter of Christopher G. Cappio, DRB 15-418

(March 24, 2016) (after the client had retained the attorney to handle a bankruptcy matter, paid the fee, and signed the bankruptcy petition, the attorney failed to file the petition or to return his client's calls in a timely manner); In the Matter of Charles M. Damian, DRB 15-107 (May 27, 2015) (the attorney filed a defective foreclosure complaint and failed to correct the deficiencies, despite notice from the court that the complaint would be dismissed if they were not cured; after the complaint was dismissed, he took no action to vacate the dismissal, a violation of RPC 1.3; the attorney also failed to tell the clients that he had never amended the original complaint or filed a new one, that their complaint had been dismissed, and that it had not been reinstated, a violation of RPC 1.4(b); in mitigation, the attorney had no other discipline in thirty-five years at the bar; staffing problems in his office negatively affected the handling of the foreclosure case; he was battling a serious illness during this time; and other family-related issues consumed his time and contributed to his inattention to the matter); In the Matter of Stephen A. Traylor, DRB 13-166 (April 22, 2014) (the attorney was retained to represent a Venezuelan native in pending deportation proceedings instituted after he had overstayed his visa; although the attorney and his client had appeared before the immigration court on three separate occasions, the attorney failed to file a Petition for Alien Relative Form until several days after his client was ordered deported; the appeal from that

order was denied, which the attorney did not disclose to the client, but the petition was granted months later; violations of RPC 1.3 and RPC 1.4(b)). See also In the Matter of Jared A. Geist, DRB 20-073 (May 26, 2020), cited by the DEC, where we imposed an admonition for violations of RPC 1.1(a) (gross neglect), RPC 1.3, RPC 1.4(b), and RPC 1.4(c), where the client was made whole and significant mitigation was presented.

Likewise, an admonition is the proper discipline for a violation of RPC 1.4(c), when accompanied by other minor misconduct. See In the Matter of Joel I. Rachmiel, DRB 18-064 (April 24, 2018) (the attorney failed to reply to requests for information about the status of a matter or to explain a matter to the extent necessary for the client to make informed decisions about the representation; the attorney also engaged in gross neglect and lack of diligence) and In the Matter of Sebastian Onyi Ibezim, Jr., DRB 15-161 (July 22, 2015) (the attorney, representing a personal injury client, failed to keep her apprised about critical events in the case, which prevented her from making informed decisions about the representation; he also failed to provide the client with a writing setting forth the basis or rate of the fee).

As the DEC pointed out, a reprimand is reserved for matters involving more serious misconduct or aggravating factors. See, e.g., In re Howard, 244 N.J. 411 (2020) (based upon the attorney's disciplinary history, which included

a recent censure stemming from his neglect of three separate clients matters, we increased the DEC's recommended quantum of discipline from an admonition to a reprimand for violations of RPC 1.1(a); RPC 1.3; RPC 1.4(b); RPC 1.16(d) (failure to refund the unearned portion of the fee upon termination of representation); and RPC 8.1(b) (failure to cooperate with disciplinary authorities)) and In re Morrissey, 240 N.J. 182 (2019) (the attorney violated RPC 1.4(c), RPC 1.5(b) (failure to communicate in writing the basis or rate of the fee), and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation); we rejected the DEC's recommendation for an admonition and instead imposed a reprimand because the attorney committed an affirmative misrepresentation; any minimal mitigation was outweighed by the attorney's ongoing misrepresentations to his client, both explicitly and by silence, suggesting that attorney had filed tax appeals when he had not)

Based upon the above precedent, we determine that the baseline level of discipline for respondent's misconduct is an admonition. However, to craft the appropriate discipline in this case, we must consider both mitigating and aggravating factors.

In mitigation, respondent has an unblemished disciplinary history in more than thirty years at the bar, a factor that we accord significant weight. In re Convery, 166 N.J. 298 (2001). In further mitigation, respondent's misconduct

appears to have been motivated by noble intentions, in that respondent was attempting to preserve DeAraujo's claims.

In aggravation, however, respondent's misconduct caused substantial harm to DeAraujo, who subsequently was unable to obtain replacement counsel and suffered the dismissal of his case. On this record, it is impossible to know the merits of DeAraujo's civil rights claim. However, it is clear that respondent's misconduct deprived him of his day in court. We have imposed a reprimand in similar matters where the attorney's misconduct resulted in harm to the client. See In re Burro, 235 N.J. 413 (2018) (reprimand for attorney who grossly neglected and lacked diligence in an estate matter for ten years and failed to file New Jersey Inheritance Tax returns, resulting in $40,000 in accrued interest and a lien on property belonging to the executrix, in violation of RPC 1.1(a) and RPC 1.3; the attorney also failed to keep the client reasonably informed about events in the case (RPC 1.4(b)); failed to return the client file upon termination of representation (RPC 1.16(d)); and failed to cooperate with the ethics investigation (RPC 8.1(b)); in aggravation, we considered the significant harm to the client and the attorney's prior private reprimand; in mitigation, the attorney suffered a stroke that forced him to cease practicing law and expressed his remorse) and In re Abasolo, 235 N.J. 326 (2018) (reprimand for attorney who grossly neglected and lacked diligence in a slip-and-fall case for two years

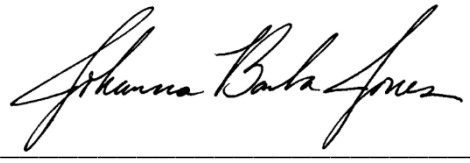
after filing the complaint; after successfully restoring the matter to the active trial list, the attorney failed to pay a $300 filing fee, permitting the defendants' order of dismissal with prejudice to stand, in violation of RPC 1.1(a) and RPC 1.3; in addition, for four years, the attorney failed to keep the client reasonably informed about the status of the case, in violation of RPC 1.4(b)).

On balance, considering the significant harm respondent's misconduct caused the client by denying him his day in court, the aggravation clearly outweighs the mitigation in this case. Over a two-year period, respondent had every opportunity to either advance the litigation or properly withdraw from the representation but he failed to do either. Accordingly, we determine that a reprimand is the appropriate quantum of discipline to protect the public and preserve confidence in the bar.

Vice-Chair Singer and Member Menaker voted to impose an admonition, having determined that the mitigating and aggravating factors presented were in equipoise.

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. Maurice J. Gallipoli, A.J.S.C. (Ret.),
Chair

By: 

Johanna Barba Jones
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Raymond Andrew Grimes
Docket No. DRB 21-229

Argued: January 20, 2022

Decided: April 19, 2022

Disposition: Reprimand

Members	Reprimand	Admonition
Gallipoli	X	
Singer		X
Boyer	X	
Campelo	X	
Hoberman	X	
Joseph	X	
Menaker		X
Petrou	X	
Rivera	X	
Total:	7	2

Johanna Barba Jones
Chief Counsel