Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 23-117
District Docket Nos. XIV-2019-0176E
and XIV-2019-0187E

In the Matter of

Bruce K. Warren, Jr.

An Attorney at Law

Decision

Argued: July 20, 2023

Decided: November 1, 2023

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

Bruce K. Warren, Jr., appeared pro se.

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 three-month suspension filed by a Special Ethics Master. The formal ethics complaint charged respondent with having violated RPC 1.1(a) (engaging in gross neglect); RPC 1.2(a) (failing to abide by a client's decisions concerning the scope and

objectives of representation); RPC 1.3 (lacking diligence); RPC 1.4(b) (failing to communicate with a client); RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21-6); RPC 8.1(a) (making a false statement of material fact to disciplinary authorities); RPC 8.4(b) (committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer); RPC 8.4(c) (three instances – engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation); and RPC 8.4(g) (engaging, in a professional capacity, in conduct involving discrimination – sexual harassment).

For the reasons set forth below, we determine that a six-month suspension is the appropriate quantum of discipline for respondent's misconduct.

Respondent earned admission to the New Jersey and Pennsylvania bars in 2002 and to the New York bar in 2005. During the relevant timeframe, he practiced law as a solo practitioner or as an associate attorney at various New Jersey law firms.

Specifically, between 2012 and October 2013, respondent maintained a solo practice of law under the trade name "Warren Law Group, P.C.," which maintained an office in Woodbury, New Jersey. Thereafter, between October 2013 and August 2015, respondent practiced law as an associate at Kavanagh & Kavanagh, LLC, which maintained an office in Millville, New Jersey. Subsequently, between August 2015 and September 2016, respondent practiced

law as an associate of Charles Fiore, Esq., who maintained a practice of law in Washington, New Jersey.[1] Finally, since September 2016, respondent has maintained a practice of law under the trade name "Warren Law Group, LLC," which maintains an office in Westville, New Jersey.

On June 4, 2013, respondent received a reprimand for engaging in a conflict of interest by pursuing a six-week sexual relationship with an appointed client in a municipal court matter. In re Warren, 214 N.J. 1 (2013) (Warren I). The relationship spanned between June and July 2010 and involved sexual contact, but not intercourse. In the Matter of Bruce K. Warren, Jr., DRB 12-360 (April 4, 2013) at 3, 6. In addition to in-person contact, respondent and the client engaged in numerous sexually explicit text messages. Id. at 3. Respondent also gave the client money for various personal expenses. Ibid.

Sometime in July 2010, respondent's wife discovered his relationship with the client, following which respondent discontinued the relationship but continued to represent the client. Id. at 6-7.

During the ethics hearing in that matter, respondent testified that, despite his relationship with the client, he did not seek to be relieved as counsel because, before his client's case would have been heard, in August 2010, he had planned to resign from his position as the conflict public defender in the municipality as

[1] The name of Fiore's law firm is unclear based on the record before us.

a "gesture to his wife." Id. at 7. Respondent did not inform his client of his intent to resign. Ibid.

Also sometime in July 2010, after respondent had resigned from his position as the conflict public defender, the client reported the relationship to the municipal court clerk, noting that it "was just overwhelming . . . to be picked up and then dropped by somebody emotionally and then, you know, professionally, legally, he had my case in his hands." Id. at 7-8. Thereafter, the municipality transferred the client's case to another municipal court. Id. at 8.

In determining that a reprimand was the appropriate quantum of discipline, we emphasized that respondent knew that his client was emotionally vulnerable to his advances because she had attempted suicide the year before, was involved in a contentious custody dispute, and was undergoing treatment to end her drug dependence. Id. at 16-17. We also stressed that, had respondent not held a personal interest in his client, he would have informed her that he did not intend to represent her at the August 2010 hearing. Id. at 13. However, rather than assist her in obtaining new counsel, he informed his client, "at the eleventh hour," that he would not represent her, in an effort to maintain their relationship as long as possible. Id. at 13-14. The Court agreed with our recommended discipline.

On November 16, 2021, respondent received an admonition for practicing law while administratively ineligible, in violation of RPC 5.5(a)(1) (engaging in the unauthorized practice of law). In re Warren, 249 N.J. 4 (2021) (Warren II). Specifically, respondent admitted that he practiced law while ineligible on two dates in 2017. In the Matter of Bruce K. Warren, Jr., DRB 20-130 (April 23, 2021) at 4. Respondent, however, did not do so knowingly, and he ceased practicing law once he learned of his ineligibility.

We now turn to the facts of this matter.

Respondent's conduct in this matter spanned two distinct client matters. The first matter involved his representation of a client, in federal court, alleging that a debt collector had violated the Fair Debt Collection Practices Act (the FDCPA), 15 U.S.C.A. §§ 1692 to 1692p, and that two credit reporting bureaus had violated the Fair Credit Reporting Act (the FCRA), 15 U.S.C.A. §§ 1681 to 1681x.

The second matter involved his representation of a client, in a post-judgment matrimonial matter in the Superior Court of New Jersey, in connection with the client's attempt to compel her former husband to pay alimony, child support, and other expenses associated with her children.

The Edmonwonyi Agbonlahor FDCPA and FCRA Matter (Count One)

On June 7, 2013, Edmonwonyi Agbonlahor retained respondent to file a lawsuit against EOS CCA, a debt collector, and Equifax Information Services, LLC (Equifax) and Trans Union, LLC (Trans Union), which are both credit reporting bureaus.

Specifically, Agbonlahor alleged that, sometime in 2010, AT&T began charging him for a third telephone line that he did not authorize. Agbonlahor unsuccessfully attempted to have AT&T remove the additional line from his monthly bill, which he continued to partially pay by deducting the alleged erroneous charges. Meanwhile, in October 2012, Agbonlahor discovered that his credit report contained an outstanding $2,054 debt owed to EOS CCA based on his decision to underpay his monthly phone bill. Despite Agbonlahor's efforts to compel EOS CCA to cancel the debt, EOS CCA continued its collection efforts, while Equifax and Trans Union refused to remove the debt from their credit reports.

In Agbonlahor's executed retainer agreement, he agreed to allow respondent to "make a claim and/or file a lawsuit . . . against others who are responsible." The agreement also noted that Agbonlahor "may be entitled to" "statutory," "actual," or "punitive" damages. Additionally, the agreement provided that respondent would bear the costs associated with the lawsuit and

that respondent would recover such costs from “any settlement or court award, but ONLY if there is a recovery of money from the Defendant.” The agreement also stated that Agbonlahor would “never” be “responsible for payment of . . . costs” or any legal fees, which respondent would attempt to recoup from “the Defendant.” Moreover, the agreement noted that respondent’s legal fee, which he charged at a $425 hourly rate, was “contingent upon the successful resolution” of Agbonlahor’s claim. Finally, the agreement stated that respondent and Agbonlahor would equally share any actual or punitive damages award.

On August 30, 2013, respondent filed in the United States District Court for the District of New Jersey (the DNJ) a lawsuit on behalf of Agbonlahor and against EOS CCA, alleging violations of the FDCPA, and Trans Union and Equifax, alleging violations of the FCRA.

a. Agbonlahor’s claim against Equifax

On October 10, 2013, respondent filed with the DNJ a notice indicating that Agbonlahor had agreed to dismiss his claim against Equifax, with prejudice. The notice, however, contained no details regarding any settlement agreement reached between the parties or any requirement that Equifax correct its purported erroneous credit report.

On October 21, 2013, Equifax issued a $1,750 check, made payable to respondent’s law firm. On its check, Equifax noted that the funds constituted a

"full and final settlement of all claims." On October 31, 2013, respondent deposited the settlement check in his attorney business account (ABA) and retained the entirety of the funds to cover his legal fee and the costs associated with Agbonlahor's lawsuit. Meanwhile, Equifax removed Agbonlahor's debt owed to EOS CCA from its credit reporting.

During the ethics hearing, Agbonlahor claimed that respondent failed to notify him that his claim against Equifax had been settled and dismissed. Indeed, following his execution of the retainer agreement, Agbonlahor claimed that he "never heard anything from" respondent regarding his matter. Rather, Agbonlahor claimed that he had discovered the settlement sometime in 2014, when Equifax sent him a tax form attributing, as income to him for the 2013 tax year, the $1,750 settlement amount.

On June 8, 2015, Agbonlahor sent Equifax an e-mail questioning why he had received the tax form and noting that he had not received any settlement funds. In reply, Equifax instructed Agbonlahor to contact respondent for any questions regarding the settlement.

b. Agbonlahor's claim against Trans Union

Meanwhile, on October 23, 2013, respondent executed a settlement agreement with Trans Union, which had agreed to provide Agbonlahor $1,000 and to remove, from its credit reporting, Agbonlahor's debt owed to EOS CCA

in exchange for the dismissal of his claims against Trans Union. The agreement noted that the $1,000 settlement included all "costs and attorney's fees" and that Trans Union made no "admission . . . with respect to the claims asserted in [Agbonlahor's] [l]awsuit." Although Agbonlahor's purported signature appeared above his type-written name at the conclusion of the agreement, Agbonlahor neither signed his name on the document nor authorized respondent or his firm to sign the agreement on his behalf.

On November 13, 2013, Trans Union issued a $1,000 settlement check, made payable to respondent's law firm, which respondent deposited in his ABA. Two days later, on November 15, 2013, respondent filed with the DNJ a stipulation of dismissal, stating that Agbonlahor had agreed to dismiss his claims against Trans Union, with prejudice, based on the parties' settlement agreement. The stipulation also required that Agbonlahor and Trans Union each "bear its own costs and attorneys' fees."

During the ethics hearing, Agbonlahor claimed that respondent failed to advise him of the existence of the settlement and the dismissal of his claim against Trans Union. Agbonlahor further maintained that respondent failed to advise him of the settlement funds, the entirety of which respondent retained for himself to cover his legal fee and the costs associated with the lawsuit.

Agbonlahor, however, noted that, at some point, he discovered that Trans Union had removed, from its credit reporting, his debt owed to EOS CCA.

At some point prior to the June 2016 commencement of the District Ethics Committee's (the DEC) investigation of this matter, respondent misplaced his record of the $1,000 settlement check. As a result of his failure to maintain adequate ABA records, respondent was unable to recall that he had received the $1,000 settlement check until the Office of Attorney Ethics (the OAE) had issued a subpoena for his bank records and reminded him, during an April 15, 2020 demand interview, that he had received those funds.

c. Agbonlahor's claim against EOS CCA

On April 14, 2014, the DNJ issued an order to show cause, noting that respondent failed to prosecute Agbonlahor's case against EOS CCA, the sole remaining defendant. In its order, the DNJ directed respondent to reply within ten days or Agbonlahor's case would be deemed withdrawn. Respondent failed to reply to the DNJ's order to show cause and, consequently, on April 30, 2014, the DNJ issued an order withdrawing Agbonlahor's complaint. Respondent failed to advise Agbonlahor of the adverse outcome.

Meanwhile, prior to the DNJ's withdrawal of Agbonlahor's complaint, EOS CCA forgave Agbonlahor's debt and ceased its collection efforts.

On November 16, 2015, Agbonlahor sent respondent a letter, to the address associated with Warren Law Group, P.C., respondent's former law firm, noting that he had discovered the $1,750 settlement from Equifax and demanding that respondent provide him with his "fair share" of the settlement. However, unbeknownst to Agbonlahor, respondent no longer operated Warren Law Group, P.C.; rather, respondent had begun practicing law with Fiore's law firm. Consequently, on January 12, 2016, Agbonlahor's letter was returned marked "unclaimed."

On February 22, 2016, Agbonlahor filed an ethics grievance claiming that respondent had misappropriated the proceeds of his undisclosed settlement with Equifax.

On August 8, 2016, respondent sent a letter to the DEC, which initially had been assigned to investigate this matter, claiming that his law firm had incurred $625 in costs associated with Agbonlahor's lawsuit. Respondent also claimed that, at some point, he had spoken with Agbonlahor and refused his request to share his $1,750 in attorney's fees and costs that he had received from Equifax.

During the April 15, 2020 demand interview with the OAE, respondent claimed that Agbonlahor was not entitled to any of the settlement proceeds because those funds represented his firm's legal fees and "court costs." In

respondent's view, Agbonlahor, whose debt had been forgiven and removed from his credit reports, did not incur any "actual damages" that respondent would have been required to share, pursuant to the June 2013 retainer agreement.

During the ethics hearing, respondent claimed that he had handled thousands of FDCPA and FCRA matters like Agbonlahor's case, where debt collectors and credit reporting bureaus were willing to negotiate "quick" settlements to avoid costly litigation. Specifically, respondent noted that his goal in Agbonlahor's case, and in similar FDCPA and FCRA matters, was to obtain accelerated relief for the client by clearing credit reporting issues and by negotiating with debt collectors to forgive debt that they had purchased for "pennies on the dollar." Respondent noted that the nature of his high-volume practice allowed him to receive, via settlements, modest attorney's fees, paid for by the defendants and not shared with the clients, who otherwise were not responsible for counsel fees. Respondent, however, conceded that the June 2013 retainer agreement did not "clear[ly]" reveal his strategy, in the majority of his FDCPA and FCRA matters, to obtain quick settlements resulting in modest counsel fees. Similarly, respondent noted that he understood "where there could be confusion" and that his retainer agreement, which he since had stopped using, did not "clearly" "explain" the differences between damage awards and counsel fees.

Additionally, respondent claimed that, throughout the representation, he had only one "direct" communication with Agbonlahor. During that conversation, respondent informed Agbonlahor why he had received the tax form from Equifax. Respondent, however, denied that Agbonlahor was unaware of the Trans Union and Equifax settlements because, in his view, he could not "recall" a single instance where his firm would not inform a client of a settlement. In that vein, respondent maintained that, although he could not "recall if" he personally had communicated the settlements to Agbonlahor, his "paralegals" would have contacted Agbonlahor to approve any settlements. Respondent also claimed that his consumer protection practice was structured such that he would prepare "the complaint[s]" while his paralegals would handle "the client contact." Further, respondent maintained that, although there was "[g]enerally . . . an e-mail trail [i]n most cases," he was unable "to confirm," via contemporaneous e-mails, that Agbonlahor had, in fact, authorized the settlements.

Further, respondent conceded that Agbonlahor did not sign the settlement agreement with Trans Union based on his recent comparison of that signature with Agbonlahor's genuine signature on the June 2013 retainer agreement. Although respondent maintained that he "probably" did not sign Agbonlahor's name, his "office probably signed it." However, respondent was unsure of

whether his paralegals had received Agbonlahor's authority to sign his name on the document. Nevertheless, respondent noted that there was "nothing in the file to indicate that it wasn't approved."

Finally, despite his failure to reply to the DNJ's April 2014 order to show cause, respondent claimed that, by April 2014, Trans Union and Equifax had paid the settlement amounts and had removed from their credit reporting Agbonlahor's debt owed to EOS CCA, which had ceased its collection efforts and forgiven the debt. Thus, in respondent's view, "the case was over." However, respondent conceded that he failed to advise Agbonlahor of his plan to allow his claim against EOS CCA to be withdrawn by the DNJ.

d. Respondent's recordkeeping violations

On August 9, 2016, the DEC sent respondent a letter requesting written proof that Agbonlahor had agreed to settle his claims against Equifax and Trans Union, a copy of his attorney trust account (ATA) ledger for Agbonlahor's client matter, and copies of the "settlement agreement" for the matter.

On August 18, 2016, respondent sent the DEC a reply letter, claiming that Agbonlahor's matter was "old," that he could not locate the "physical file" for

the matter, and that he had only the "documents that I created."[2] Respondent further maintained "[t]here were no client funds in this case" and that his legal fee, paid by "the defendant[,] was not put in trust." Respondent also claimed that he had "searched [his] e-mail database" and could not locate an e-mail from Agbonlahor authorizing "a settlement." However, respondent indicated that his firm's "practice . . . was to call the client and discuss the terms and send them the release for signature." Respondent conceded that he was unsure of whether "that happened in this case" but could not "say that it did not happen as the matter was settled." Finally, respondent maintained that he could not locate copies of "the settlement agreement."

On October 13, 2016, the DEC sent respondent a letter requesting his ABA records in connection with the funds that he had received in Agbonlahor's matter, any invoices provided to Agbonlahor, and relevant billing entries.

On November 8, 2016, respondent informed the DEC that he had paid all costs associated with Agbonlahor's lawsuit, including the filing fee to the DNJ, and that he did not maintain contemporaneous billing entries for the matter. However, respondent offered to "recreate" his billing entries.

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[2] During the ethics hearing and the demand interview, respondent claimed that, at some point after his August 2016 letter to the DEC, he located Agbonlahor's original file, provided it to the DEC, and later provided copies to the OAE.

On November 18, 2016, the DEC requested that respondent "recreate" his billing entries in connection with Agbonlahor's matter.

On March 2, 2017, respondent sent the DEC a letter stating that, in "lieu of recreating a bill," he had provided "an actual bill" from a similar FDCPA matter in which he had incurred $2,590 in total fees and expenses, despite the sole defendant "default[ing]" and not replying to the complaint. Respondent also claimed that his firm "would occasionally have issues getting clients to participate in the litigation or sign settlement agreements" after the debt collectors had ceased their collection efforts or the credit reporting bureaus had removed the disputed debt from their records.

On March 28, 2017, the DEC sent respondent a letter, requesting that he confirm, in preparation for an interview, that he had no relevant ABA records, billing entries, or "disbursement statements" in connection with Agbonlahor's matter.

On April 11, 2017, respondent sent the DEC a reply letter, noting that he could not obtain the relevant ABA records because that account associated with Warren Law Group, P.C., had been closed. Respondent, however, provided the DEC a "recreated" bill in which he claimed that he had incurred $2,400 in legal fees plus $400 in costs in connection with Agbonlahor's matter.

On April 29 and July 25, 2019, the OAE, which had assumed jurisdiction of the investigation from the DEC, sent respondent letters requesting that he produce Agbonlahor's entire client file; an additional written reply to Agbonlahor's grievance; and ATA and ABA reconciliation records, receipts and disbursement journals, client ledger cards, and bank statements spanning from January 1, 2013 through December 31, 2015.

On August 16, 2019, respondent, through counsel, sent the OAE a reply letter expressing his view that he previously had provided the DEC with the requested financial records and that he had "nothing new to add to those responses." Respondent, however, failed to provide the required financial records to either the DEC or the OAE and, instead, provided the OAE only a four-page "profit and loss" statement, which generally described the Warren Law Group, P.C.'s income and expenses between January 1 and November 1, 2013.

On February 4 and March 12, 2020, the OAE sent respondent letters again requiring that, in preparation for the April 15, 2020 demand interview, he produce Agbonlahor's client file and all ATA and ABA records since February 1, 2013.

On March 17, 2020, respondent sent the OAE a reply letter attaching only his June 2013 retainer agreement, the October 2013 $1,750 settlement check

from Equifax, and his August 18 and November 8, 2016 letters to the DEC in connection with Agbonlahor's client matter. Respondent failed to provide all relevant ATA and ABA records and, instead, provided only his ATA bank statements from January 2018 through January 2019, which reflected no transactions and a continuous $5 balance.

During the April 15, 2020 demand interview, respondent conceded that, when he received settlement funds in connection with consumer protection matters,[3] he would deposit the settlement funds in his ABA, deduct his attorney's fee, and, in the few cases when there were funds leftover, disburse any remaining funds to the client, in violation of R. 1:21-6(a)(1) (requiring attorneys to deposit client funds in an ATA). Additionally, respondent conceded that, because he failed to maintain billing records for Agbonlahor's matter, in violation of R. 1:21-6(c)(1)(E) (requiring attorneys to maintain "all bills rendered to clients" for a period of seven years), he was forced "to recreate a bill for this particular case." Respondent also admitted that, despite undergoing an OAE random compliance audit, in June 2017, he was unfamiliar with the recordkeeping requirements of R. 1:21-6.

[3] Respondent claimed that, in 2016, he began winding down his consumer protection practice and shifted his concentration to family law and criminal defense matters.

Based on its investigation of respondent's financial records and respondent's statements during the demand interview, the OAE alleged that respondent failed to (1) maintain client records for seven years, in violation of R. 1:21-6(c)(1); (2) deposit funds entrusted to his care in his ATA, in violation of R. 1:21-6(a)(1); (3) maintain a separate ledger sheet for each client, in violation of R. 1:21-6(c)(1)(B); (4) maintain copies of billing records, in violation of R. 1:21-6(c)(1)(E); and (5) maintain a separate ledger sheet detailing attorney funds held for bank charges, in violation of R. 1:21-6(d).

The G.D. Client Matter (Count Two)

On February 6, 2018, G.D.[4] retained respondent in connection with her attempt to compel her former husband to pay child support, alimony, and her children's health insurance and college expenses.

G.D. had three children – a daughter who was attending college, a younger son who was in high school and planned to attend college, and an older son who had graduated from high school, in June 2015, and was "living outside the home." Following G.D.'s 2005 divorce from her husband, she continued, at times, to live together with her former husband, with whom she continued to have a "very volatile" and "tumultuous relationship." G.D. noted that, whenever

[4] G.D.'s name has been sanitized from our decision to protect her privacy.

her former husband would move away, she "had to put something in place . . . financially so . . . me and my children could live."

Prior to retaining respondent, G.D. had hired a different attorney to pursue the financial relief from her former husband. Although that attorney had prepared all the necessary "paperwork" in connection with G.D.'s application to the Superior Court, due to that attorney's high fees, G.D. was forced "to seek out an attorney that was more affordable." G.D., thus, retained respondent, whom she viewed as more "affordable," to represent her at the plenary hearing in the Superior Court.

On February 12, 2018, G.D. paid respondent's $2,500 retainer fee, via credit card, and, on February 26, 2018, respondent formally substituted as her attorney.

During their first or second in-person meeting, G.D. claimed that respondent had stated something to the effect of "I don't understand how your husband got you, you're hot." Following that meeting, G.D. maintained that, in March or April 2018, respondent began sending her text messages "past normal business hours asking me about the case," behavior which she viewed as "unusual." However, G.D. noted that respondent "was professional" in those text message conversations.

Sometime in April 2018, the day before their first scheduled court appearance, respondent called G.D. to discuss her case. Shortly after their telephone conversation, G.D. claimed that respondent sent her a text message directing that she "make sure" that she "fire him immediately after the case." When G.D. queried respondent regarding his intensions, she claimed that respondent replied, "so I can date you."[5]

Between April 2018 and January 2019, G.D. sent respondent periodic e-mails detailing her familial and financial hardships.

Specifically, on April 17 and 30, 2018 G.D. sent respondent e-mails detailing her feelings about the abuse she suffered from her father and attaching "restraining orders" demonstrating when she had resided with her former husband.

On May 14, 2018, G.D. provided respondent a contemporaneous e-mail from her former husband, who had refused to help cover the expense of her daughter's dental surgery, unless he was court-ordered to do so.

Two months later, on August 28, 2018, G.D. sent respondent another e-mail claiming that her former husband had demanded that she return $9,000 in purported overpaid child support payments. G.D.'s e-mail also informed

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[5] The OAE was unable to recover G.D.'s text message records from March 2018 through June 6, 2018, due to a malfunction in G.D.'s cell phone.

respondent that her former husband had refused to pay (1) half the costs of her younger son's surgery, (2) any portion of her daughter's college tuition, or (3) anything toward her younger son's hockey lessons.

Four months later, on December 5, 2018, G.D. sent respondent e-mails again noting that her former husband had refused to pay her daughter's college tuition and any child support and alimony for that month.

Finally, on January 9, 2019, G.D. sent respondent an e-mail claiming that the health insurance for her children had lapsed on November 30, 2018.

In her grievance and through her testimony at the ethics hearing, G.D. noted that, during this timeframe, respondent knew that she was "extremely vulnerable," "emotionally desperate," and "financially depleted." Despite his awareness of G.D.'s emotional and financial vulnerabilities, between June and October 2018, respondent sent numerous, sexually inappropriate text messages to G.D. As depicted below, the tone of respondent's messages ranged from flirtatious to demeaning and humiliating:

<u>June 20, 2018 from 5:52 p.m. to 7:24 p.m.</u>

> <u>G.D.</u>: You ok?
> <u>Respondent</u>: Was in trial all day hon so sorry.
> <u>G.D.</u>: Just checking on you— someone has to lol.
> . . . .
> <u>Respondent</u>: Wish I was there. To comfort.
> <u>G.D.</u>: lol. [image of G.D. and her friend at a social event].
> <u>Respondent</u>: Hot damn.

G.D.: You can come for her from afar LOL.
Respondent: Thank you!
G.D.: Don't even act like you want the girl to the right.
Respondent: I have so much to say to her [image of a heart].
G.D.: I'll pass it along for you LOL I'm good like that.
Respondent: I meant you dummy.

[P-44pp.5-7; P-45p.2.][6]

June 21, 2018 from 5:52 p.m. to 10:44 p.m.

G.D.: I am at Redstone drunk - I can't text you because you'll hate me tomorrow and I am not risking it Hahahahaha.
Respondent: Lol shut up.
G.D.: Shut up? That's offensive. I had a martini and no food all day because I was stuck in a hospital while my f[r]iend got chemo. Save me lol.
Respondent: You are at the cougar meat market lol
G.D.: I am not looking for a man here. No thanks. Lol but I am drunk. For the record I don't da[t]e younger guys –
Respondent: I know.
G.D.: Only you –
Respondent: Good girl.
. . . .
Respondent: I didn't get any photos yet.
G.D.: You're bad! You have never touched me! It's a gift of my pictures. Are you worthy? I mean are you actually going to touch me.
Respondent: I intend to. When I see you in person you are in bitch mode.
G.D.: What's that mean?
Respondent: You are not in the mood for me lol. You are in attack mode.

[6] "P-1" to "P-45" refers to the OAE's exhibits to the special master.

G.D.: You don't really think I am a bitch do you? I am defending myself fr[om] a horrible person.
. . . .
G.D.: What do you want?
Respondent: Your case to be over so I can speak freely.
. . . .
G.D.: I'm home. . . . Thanks for staying with me all night. I got dropped off.
Respondent: That's better.
G.D.: I'll send you a pic in a minute if you want? Don't want to force you.
Respondent: I do.
G.D.: [sending three images of herself not contained in the record].
. . . .
Respondent: Very sexy!

[P-44pp.9-18.]

June 25, 2018 from 10:38 p.m. to 11:19 p.m.

G.D.: I can't wait to fire you. [Two images depicting faces blowing a kiss].
Respondent: [Image of a face with a halo over its head].
G.D.: You're no angel! Don't even try it. You're messing with an innocent woman.
. . . .
Respondent: I don't text any other women lol
G.D.: Impressive! Kidding I better be the only woman you text. Don't ruin my image of you.
Respondent: You are.
G.D.: Did you ever think you would be? I somehow feel bad. But not bad enough to stop! It's annoying.
Respondent: Lol. We'll see what happens.
. . . .
G.D.: What's that mean? You want me to stop? I won't be offended. We can always be [friends].
. . . .

Respondent: Lol no thank you. You would be a bad friend – with the always trying to blow me and shenanigans.
G.D.: Ok just checking. You think I'm going to blow you? Ha.
Respondent: Yes. You want to I can tell. Is it not true?
G.D.: I'm a lady so I'm not going to reveal my secrets. There are a few things I'm good at.

[P-44pp.28-31.]

July 2, 2018 from 10:33 p.m. to 11:35 p.m.

G.D.: [sending an image of herself not contained in the record]. It's [the] only pic I got but I think you can use your imagination. Please don't get mad at me, but I can't do this with you anymore.
Respondent: Ok hon no worries.
G.D.: If you don't want to represent me, I understand.
Respondent: Of course I do. You ok?
G.D.: Yes. I have been through so much . . you are bad for me. You run hot and cold and it drives me nuts. Plus you are married lol. Xo.
Respondent: Yes I am!
G.D.: Ha! Enough said. Wow.
. . . .
G.D.: So I'm bailing. I have to. Sorry if I'm being a salty bitch lol.

[P-44p-.61-62.]

July 11, 2018 from 5:07 p.m. to 10:25 p.m.

G.D.: Hope you get some sleep tonight.
Respondent: I'm never sleeping again. . . . Ugh I'm too old for this!
G.D.: I couldn't do it again. It's soul sacrificing. Don't hurt that baby!
Respondent: I will hurt your pussy.
G.D.: Vodka talking?

Respondent: No.
G.D.: Well, I make sure you keep your word.
Respondent: Go drink with your old men's. If you want to get wrecked let me know.
G.D.: I want to get wrecked.
Respondent: No u want to friend zone. Bye.
G.D.: We are friends I like you as a friend. Waiting for the benefits.
Respondent: Ok Pussy Go b with ur old f&*ks.
G.D.: I want you [image of an hourglass].
Respondent: Tell me you love me.
G.D.: What does that matter?
Respondent: That's what I thought.
G.D.: I'm not texting I love you. How about I tell you when you're in front [of] my face!?
. . . .
G.D.: Where'd you go? Your def drinking.
Respondent: U need to drink to say what you want not me.
G.D.: No I don't. You were using words you never use with me . . thought you were hitting it.
Respondent: U are a player. I'm not one to be played. U can't handle me. Go work your grandpas.
G.D. You're being mean. Whose playing who? I'm asking you to meet me you're not here?
Respondent: All talk.
G.D.: Text me when [you are] back. You're being mean.
Respondent: K.
. . . .
Respondent: Text u when ur play thing is back.
. . . .
G.D.: I am text fighting with a guy I never touched. What's wrong here? What's my play thing?

Respondent: Not a thing we are in the friend zone like you said.
. . . .
Respondent: U stopped us not me. I risk my job my kid and u get upset that I didn't respond to ur pic u sent me

and 20 other people. U will never be just 4 me. U need more.
G.D.: What is your end result? You'll be with your wife and I will be heart broken. . . . I DON'T need more. What the f&*k do you take me for?
. . . .
Respondent: U want to play games. On again off again. U called it off. Treated me like an asshole.
. . . .
G.D.: We have a relationship through texts Bruce. We see each other on court dates. Obviously we like each other. I'm not sure how to feel. It's not real I feel. I feel like I am never going to really see you.
Respondent: I invited u to see me it wasn't good enough for u. U went to red stone instead.
G.D.: It was your work I didn't know if your wife was going to be there. I did? Ok. I am sorry.
. . . .
Respondent: U are still there. Stop being a player. Jump in or jump out and tell me.
G.D.: I'm in then.
Respondent: I'm in too. I wake up thinking of you [G.D.].
. . . .
G.D.: I am crazy about you. What now? . . . . I don't want to be the other woman.
Respondent: So there is our mission impossible. Because I want you. I hate when you are out.
G.D.: Why?
Respondent: Mine.

[P-44pp.72-82.]

July 30, 2018 from 9:55 p.m. to 10:18 p.m.

Respondent: Can I sleep with you before this piece of sh!t case is over?
G.D.: Do you really need to ask?
Respondent: I want you.
G.D.: I'm yours dummy.

Respondent: Where were you a year ago! I want to cum in you FYI.
G.D.: Redstone lol.
. . . .
Respondent: I want you. I want to fall asleep next to you.
G.D.: Me too.
. . . .
Respondent: I don't mean to love you. It's inconvenient.

[P-44pp.141-143.]

August 15, 2018 from 7:59 p.m. to 10:06 p.m.

Respondent: I just walked in busy day. Ima get drunk. Show me your tits.
G.D.: You're scared or you would have f&*ked the sh!t out of me. Great text me when you're drunk so we can get into a fight.
. . . .
G.D.: I know you don't want to hear it but it is my truth. I don't date. I use men for a night even if he holds me. It's all I am capable of. I will never ever be capable of a relationship. I am too f&*ked up in the men department. I have zero feelings for men. You are the only man I have feelings for and actually care about. No pressure. I don't expect anything from you.
Respondent: Maybe I'm just another throwaway.

[P-44pp.151-153.]

August 17, 2018 from 10:14 p.m. to 10:17 p.m.

G.D.: I do need you as my attorney and I appreciate everything you do for me. Just know that. I really, really do!
G.D.: On a personal level I will keep my f&*king mouth shut.
Respondent: Can I see your ass.

G.D.: You can kiss my ass.

[P-44p.158.]

August 29, 2018 from 9:27 p.m. to 10:39 p.m.

Respondent: Do you love me?
G.D.: Are you drinking? Be honest.
Respondent: I'm not I'm on baby duty.
G.D.: What do you think?
Respondent: You can take it or leave it.
G.D.: You think that's what I think?
. . . .
G.D.: I have to come to the conclusion that you probably will never be with me but it's ok—I do love you. I'll always be here.
. . . .
G.D.: We will never be one and done.
Respondent: Perfect. Also. May I kiss you tomorrow?
G.D.: You better.
Respondent: You better not be scared.
G.D.: You make me nervous.
Respondent: I will work on that.
. . . .
Respondent: So after I make love to you we can sleep for like 3 hours
G.D.: Yes do you snore?
Respondent: Oh yeah. Like a bear.

[P-44pp164-169.]

On August 30, 2018, following an in-person meeting at respondent's office, G.D. and respondent exchanged the following text messages:

Respondent: It was nice seeing you.
G.D.: You too!
G.D.: I e-mailed you the paperwork for appeal.
G.D.: Did you want me to bend over? For real? Lol
Respondent: I was tempted.

G.D.: I thought you were maybe mad at me for not bending over. Sorry if I disappointed you.
Respondent: Not mad at all.

[P-44pp.174-175.]

In September 2018, respondent and G.D.'s explicit text message exchanges continued:

September 2, 2018 from 10:26 p.m. to September 3, 2018 at 1:09 a.m.

G.D.: How was pizza and your BFF?
Respondent: Sad. He and her hubs are leaving me for two weeks! She doesn't blow me but you can feel free.
G.D.: There is an offer I can't refuse.
Respondent: You are scared. You don't even sit near me when you could be on top of me.
G.D.: Ha! You want me to bang you in your office? You didn't even lock the door! I am scared, if you get me alone in a bedroom look out! If I have a Martini you're done.
Respondent: Prove it.
. . . .
Respondent: I think you are a knockout.
G.D.: I think you are too.
Respondent: Then do something. Lured you twice. And u freeze up.
G.D.: That was a lure? I need a bed! You told me you weren't going to bang me in your office. I didn't think that was an invite.
Respondent: Why else would I want to see you?? For a deed?
G.D.: I can't f&*k you in your office.
Respondent: I didn't want that. But I didn't expect stand-offing.
G.D.: I'm sorry I didn't know what you wanted.

[P-44pp.180-183.]

September 6, 2018 from 8:41 p.m. to 9:30 p.m.

> Respondent: Come see me tomorrow.
> G.D.: That's gross. [Image of G.D. and her friend.] Nike show room need anything.
> Respondent: Threesome.
> G.D.: Lol no way not sharing you. You will barely be able to handle me.
> Respondent: You are all talk.
> G.D.: I am lol but I promise I will do for you. I can't do in your office you'll have to come see me for 10 min. Or 2.
> Respondent: You can and you will.
> G.D.: I can't you're not hearing this woman.
>
> [P-44pp.196-197; P-45p.17.]

In late September 2018, respondent represented G.D. at a three-day hearing, in the Superior Court, in connection with her application to compel her former husband to increase his alimony payments and to pay, among other expenses, (1) their daughter's college tuition and the anticipated college tuition of her youngest son, (2) "recalculate[d]" child support payments, and (3) the costs associated with their youngest son's athletic activities and automobile and health insurance.

Following the hearing, on September 25, 2018, G.D. requested that respondent represent her in connection with her former husband's custody motion regarding their youngest son. G.D. informed respondent that she was "exhausted mentally," could not "go to another court proceeding," and suspected that she would "owe" another attorney approximately $50,000 for the cost of the

representation. Respondent agreed to assist G.D. in connection with her custody dispute and accepted $1,500 from her towards his legal fee.[7]

On September 29, 2018, G.D. and respondent exchanged the following text messages:

> G.D.: You alive.
> Respondent: Yes - busy.
> G.D.: Geez I kiss you and you ignore me even more.
>
> [P-44p.216.]

On October 4 and 5, 2018, days before the hearing on her former husband's custody motion, G.D. sent respondent text messages requesting that they have a telephone conversation regarding the motion. Following that purported telephone conversation, on October 5 and 6, 2018, G.D. and respondent exchanged the following text messages:

> G.D.: Stop calling me kid Btw.
> Respondent: Lol. How can I help you.
> G.D.: Just saying hi dummy don't get scared.
> Respondent: Hi.
> G.D.: I don't know what I did to you?
> Respondent: You should have blown me.
> G.D.: I will. I think I tried.
>
> [P-44p.221.]

[7] Throughout the representation, respondent received only G.D.'s initial $2,500 retainer fee and her subsequent $1,500 payment. Respondent incurred a total of $7,775 in legal fees in connection with his representation of G.D.

On October 8, 2018, respondent submitted his written summation in connection with G.D.'s application for financial relief from her former husband and, on October 10, 2018, G.D. and respondent appeared in court in connection with her former husband's custody motion. During that proceeding, the Superior Court judge questioned G.D.'s youngest son regarding his preferences for his custody arrangements.

Following the October 10 hearing, respondent ceased exchanging sexually explicit text messages with G.D., who continued, for three months, to contact respondent for updates regarding the timing of the Superior Court's decision. During that timeframe, G.D. expressed her anxiety to respondent regarding her husband's refusal to pay alimony, their daughter's college tuition, and their youngest son's health insurance premiums.

On January 17, 2019, the Superior Court issued an order granting the majority of G.D.'s requested relief. Specifically, the Superior Court required G.D.'s former husband to (1) increase his monthly alimony obligation; (2) bear the costs of his daughter's and youngest son's college expenses; (3) pay recalculated child support; (4) pay his youngest son's athletic and medical expenses; and (5) share joint legal and residential custody of his youngest son with G.D.

Meanwhile, on November 15, 2018, G.D. filed an ethics grievance against respondent in which she attached copies of some of his inappropriate text messages. In her grievance, G.D. claimed that:

> [respondent] knew that I was in an abusive marriage for well over 20 years, and I do believe he manipulated me and used his position of power to get what he wanted. I was extremely vulnerable at the time and I did contribute to the texting with him, and a part of me liked the attention I was getting from him. I was confused, and I thought he had my best interests and that he would do his very best representing me since he had a personal interest in me. He asked me to send him a timeline of the abuse throughout my marriage, so I did. It was very emotional for me to write all of that down. It was personal and painful! . . . . He saw all the things that were done to me and I believe he preyed on my weakness.
>
> . . . .
>
> As my attorney, [respondent] never kept me updated on my case except through casual texts when I really needed explanations regarding my case . . . . When [respondent] got upset with me, he would lose interest in my case coincidentally. A few times when I went to his office[,] he expected me to have sex with him or oral sex. When I didn't[,] [respondent] would get aggravated with me and call me a tease. The last time I went to his office he did kiss me, and he did make advances towards me, but I could not bring myself to have sex with him. That was the last straw for him I suppose. When I asked about my case and what was wrong his response was "You should have blown me." Given the fact that I was financially depleted, I had no choice but to keep [respondent] as my attorney, but he showed no interest in my case . . . . I believe because I didn't give him what he wanted sexually it hurt my

> case. He could care less, and he made sure he translated that to me through texts. [Respondent] never sent me a statement of my account, and once he told me he wasn't going to charge me because he felt the case was a "sh!t case" and should have never gone to trial. I truly appreciated that, but I did expect to get a statement at some point. I believe he wasn't sending me a bill so he had leverage over me and could expect me to do things for him personally.
>
> In November of 2018[,] I was completely stressed out about my case, and I realized I could no longer rely on [respondent] to do his job. I was taken advantage of, manipulated, and strong armed by him . . . . I feel that [respondent] dismissed me, and my case due to his unethical behavior as an attorney.
>
> [P-40pp.1-2.]

During the ethics hearing, G.D. claimed that, early in their attorney-client relationship, respondent crossed "a boundary" that "led to an imbalance between him and I." Specifically, G.D. expressed that, if she did not maintain her personal relationship with respondent, it "somehow would jeopardize" her "client relationship" with respondent, who would become disinterested in her case and provide "one-word answers." G.D. also emphasized that her relationship with respondent "turned into this powerplay he was playing with me and it . . . just turned into a disaster." In G.D.'s view, respondent "seemed to get upset with me personally and really it did affect my . . . client relationship with him."

Based on respondent's behavior, G.D. claimed that she felt "really stuck" and had to experience "the mental gymnastics of the personal boundaries that I just didn't want to deal with, and I was hoping that the case would be over." G.D. also maintained that, although she was unsure why she had engaged in "flirtatious communications" with respondent, she had "just come out of a very abusive relationship."

On August 16, 2019, respondent, through counsel, filed his reply to G.D.'s ethics grievance. In his reply, respondent alleged that G.D.'s "allegations" that he had sent her "inappropriate text messages and made sexual advances against her [were] intentionally false." Specifically, respondent questioned the authenticity of the text messages attached to G.D.'s grievance and claimed that the messages may have depicted a conversation with G.D.'s purported boyfriend named "Bruce."[8] Respondent based his speculation on the fact that, in February 2019, he had received a text message from G.D. notifying him that her boyfriend was also named "Bruce."[9] Finally, respondent claimed that G.D. was aware of

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[8] During the ethics hearing, G.D. testified that, in December 2018, she met another individual named "Bruce" and added his contact information to her cellphone. However, G.D. testified that, between February and November 2018, respondent was the only individual named "Bruce" with whom she had contact with via cellphone.

[9] In his reply to the ethics grievance, respondent maintained that he had received the text message at the outset of his attorney-client relationship with G.D., in February 2018. However, during the ethics hearing, respondent acknowledged that he had received the text message in February 2019.

his 2013 reprimand in Warren I for engaging in a conflict of interest by having a sexual relationship with an appointed client. In respondent's view, G.D. attempted to "leverage" that information in her grievance.

During the April 2020 demand interview with the OAE, respondent claimed that "[n]othing inappropriate happened between me and [G.D.] at any point ever." Similarly, respondent denied having engaged in a "flirtatious relationship" with G.D., attempting to kiss G.D., or sending any text message indicating that he wanted G.D. in a "sexual way." Respondent also denied having sent G.D. text messages in which he (1) called her "honey;" (2) requested "can I see your ass;" (3) stated "I don't mean to love you;" (4) asked her to "show me your tits" and to allow him to "kiss you tomorrow;" (5) expressed his intention "to cum in you, FYI;" (6) requested whether he could "sleep with you before this piece of sh!t case is over;" (7) told her "I want you;" and (8) stated "after I make love to you can we sleep for like three hours."

Respondent advised the OAE that he did not send those text messages because they were "not consistent with" his manner of speech. Additionally, respondent denied having been "obnoxious to [G.D.] because she had placed [him] in the friend zone." Finally, respondent maintained that he did not know "how" the text messages may have been "created."

During the ethics hearing, an OAE information technology (IT) supervisor testified that, on December 10, 2019, the OAE took custody of G.D.'s cellphone and placed it in a secured storage location. Two months later, on February 12, 2020, the OAE used a program to take "a forensic image of" G.D.'s cellphone and returned the device to the secured storage location. Thereafter, on September 4, 2020, the OAE extracted from G.D.'s cellphone the relevant text message communications she exchanged with respondent.

Following the OAE IT supervisor's testimony, respondent initially objected to the admission of G.D.'s text message records based on his personal view that there had been "spoliation" due to the "age" of the "data" in connection with the OAE having retained G.D.'s cellphone since December 2019. The special master, however, overruled respondent's objection and admitted the text messages into evidence based on his finding that there was nothing "per se" "unreliable about the content of" the text messages.

Following the admission of the text messages into evidence, respondent took "responsibility for [the text messages] coming from my phone" because "nobody else ever had my phone, except for me." Similarly, although respondent conceded that his text messages were "clearly inappropriate," he claimed that he was "surprised with them" because he could not "recall sending those text messages." Additionally, respondent claimed that the text messages

demonstrated a "sarcastic" tone and questioned G.D.'s "sincerity" regarding the "mental gymnastics" she purportedly experienced. Finally, respondent maintained that he achieved a favorable financial outcome for G.D., with whom he claimed had no physical relationship, and that his text messages with G.D. did not affect his work on her matter.

The Parties' Submissions to the Special Master

In his summation brief to the special master, respondent claimed that his handling of Agbonlahor's matter was "consistent with a well-prosecuted claim for violations of the [FCRA]." In that vein, respondent emphasized that Agbonlahor paid no legal fees for EOS CCA to forgive his debt and for Trans Union and Equifax to remove that debt from their credit reports.

Additionally, respondent denied having failed to communicate with Agbonlahor because, in his view, FCRA matters "move extremely quickly" and his law firm staff "could give an accurate status [update] to any client that asked."

Further, respondent denied having signed Agbonlahor's name on the Trans Union settlement agreement and emphasized that his firm's custom was to "get the authority from the client for releases and settlements." Respondent,

however, conceded that he had "no specific recollection of a conversation regarding" Agbonlahor's Trans Union settlement agreement.

Finally, respondent denied having engaged in any recordkeeping improprieties because he had provided disciplinary authorities with Agbonlahor's entire client file and claimed that the funds he had received in that matter "were always attorney's fees and not subject to trust regulations."

Regarding his representation of G.D., respondent denied having engaged in any acts of deception to the OAE by denying, in his reply to G.D.'s grievance and during the demand interview, that he had engaged in sexually inappropriate text messages with G.D. In respondent's view, the messages that the OAE had produced during the ethics hearing were not identical to the text messages that G.D. had provided to the OAE in her grievance. Additionally, respondent could not recall sending "each and every text message produced." Respondent also noted that viewing the "downloaded version" of his entire text message conversation with G.D. "painted a different picture" than viewing G.D.'s grievance containing only excerpts of their text message conversations.

Respondent further denied having violated RPC 8.4(g) based on his view that his text messages with G.D. "were sarcastic and humorous" rather than sexually harassing. Respondent also emphasized that he achieved a favorable outcome for G.D., who, in his view, "engaged in the exchanges voluntarily."

In the OAE's brief to the special master, it emphasized that respondent failed to advise Agbonlahor of his settlements with Equifax and Trans Union and the withdrawal of his claim against EOS CCA.

Additionally, in the OAE's view, G.D.'s testimony demonstrated that she "felt coerced into maintaining [her] back and forth banter" with respondent. The OAE also stressed that, throughout its investigation, respondent repeatedly and categorically denied sending inappropriate text messages to G.D. It was not until the ethics hearing that "respondent somewhat begrudgingly acknowledged" that the text messages the OAE had extracted from G.D.'s cellphone could be attributable to him. Consequently, the OAE argued that respondent failed to demonstrate adequate remorse for mistreating G.D.

The OAE urged the special master to recommend a three-month suspension considering the totality of respondent's misconduct in both client matters, his 2013 reprimand in Warren I for nearly identical misconduct, and his inability to take responsibility for his actions.

The Special Master's Findings

The special master determined that respondent violated RPC 1.2 and RPC 1.4(b) by failing to communicate with Agbonlahor regarding his settlements with Trans Union and Equifax. However, the special master found that

respondent's failure to communicate with Agbonlahor did not likewise constitute a violation of RPC 8.4(c), a Rule which the special master did not view "as a catchall for various RPCs [that] directly address failures to communicate." Similarly, the special master noted that the OAE did not prove, by clear and convincing evidence, that respondent had "acted with the type of intent necessary to violate RPC 8.4(c)."

Additionally, the special master found that respondent violated RPC 1.15(d) by failing to maintain (1) client records for seven years; (2) a separate ledger sheet for each trust client; (3) copies of billing records; and (4) a separate ledger sheet detailing attorney funds held for bank charges. The special master found that respondent was unable to comply with the OAE's requests for his financial records and, by his own admission, maintained no record of the $1,000 settlement with Trans Union.

The special master, however, found no clear and convincing evidence that respondent violated R. 1:21-6(a)(1) by failing to deposit client funds entrusted to his care in his ATA. The special master found that the $2,750 in settlement funds constituted respondent's legal fee, which he correctly deposited in his ABA in accordance with the terms of his fee agreement.

Moreover, the special master found no clear and convincing evidence that respondent violated RPC 1.1(a) and RPC 1.3 by allowing Agbonlahor's claim

against EOS CCA, the remaining defendant in his consumer protection lawsuit, to be withdrawn. The special master noted that the OAE presented no evidence regarding the cost or likely outcome of pursuing EOS CCA or whether a settlement was achievable with that defendant. The special master emphasized that, although respondent's failure to advise Agbonlahor of the withdrawal of his claim amounted to a failure to communicate, the OAE offered no proof that it was unreasonable to "drop" Agbonlahor's claim against EOS CCA or that pursuing it would have resulted in a benefit to Agbonlahor.

Further, the special master found that Agbonlahor's purported signature that appeared on the Trans Union settlement was, in fact, "forged." However, the special master could not determine whether that signature was forged by respondent or by a member of his firm. In that vein, the special master found that, although respondent acted in a "grossly negligent or reckless manner" when transmitting the settlement agreement to Trans Union, the OAE failed to prove that respondent had the requisite "level of intent to deceive." Consequently, the special master noted that the OAE did not prove that respondent forged Agbonlahor's signature, only that respondent had transmitted the agreement to Trans Union without communicating with Agbonlahor. The special master concluded that the OAE failed to prove, "beyond a reasonable doubt," that

respondent committed a criminal act of forgery and, thus, found no "clear and convincing" evidence that he violated RPC 8.4(b).

However, the special master found that respondent violated RPC 8.4(c) by providing Trans Union the settlement agreement that he "knew or should have known to be forged." The special master observed that, although respondent's level of intent "did not rise to the level of criminal conduct, it was grossly negligent or reckless in a professional context."

The special master also found that respondent violated RPC 8.4(g) by engaging in sexually harassing and demeaning text messages with G.D. Regardless of whether respondent had "initiated" his communications with G.D. "in a consensual manner," the special master emphasized that respondent should not engaged in such conduct, which left "him vulnerable to any changing subjective perception of his comments by [G.D.]."

Additionally, the special master found that respondent violated RPC 8.1(a) by falsely denying to the OAE that he had sent sexually explicit text messages to G.D. The special master found that respondent's purported inability to recognize the sexually explicit text messages throughout the OAE's investigation lacked credibility. Rather, the special master stressed that respondent should have been able to readily identify to the OAE that he had sent the sexually explicit text messages to G.D. However, the special master

determined to dismiss the RPC 8.4(c) charge, which the OAE premised on the same misconduct, as duplicative of the RPC 8.1(a) charge.

In recommending the imposition of a three-month suspension, the special master found "particularly disturbing" the fact that respondent received a 2013 reprimand, in Warren I, for engaging in an improper sexual relationship with an appointed client. His misconduct in Warren I, coupled with his practice of law while administratively ineligible in Warren II, demonstrated, in the special master's view, respondent's "cavalier" attitude "towards his professional obligations." Finally, the special master found that respondent's multiple RPC violations in this matter, when viewed against his disciplinary history, reflected "a marked disregard for the status of his professional record."

The Parties' Positions Before Us

At oral argument and in its brief to us, the OAE urged the overturning of the special master's finding that respondent did not violate R. 1:21-6(a)(1) by failing to deposit funds entrusted to his care in his ATA. In support of its argument, the OAE claimed that the special master "presupposed" that respondent knew that the settlement amounts in Agbonlahor's client matter would have been insufficient to cover his claimed legal fees. Regardless of whether respondent actually incurred $2,800 in legal fees, the OAE noted that

respondent should have deposited the settlement amounts in his ATA, "calculate[d] any disbursement(s)," and then disbursed the funds either entirely to himself, for his legal fee, or to both himself and to Agbonlahor.

Additionally, the OAE noted that the special master applied an incorrect "beyond a reasonable doubt" standard of proof in determining whether respondent violated RPC 8.4(b) by committing a criminal act of forgery in connection with Agbonlahor's Trans Union settlement agreement. The OAE argued that respondent violated RPC 8.4(b) by sending Trans Union the settlement agreement containing Agbonlahor's forged signature when Agbonlahor did not authorize the settlement.

Further, the OAE urged us to find that respondent violated RPC 8.4(c) by failing to advise Agbonlahor of the Equifax and Trans Union settlements and his efforts to end the litigation. The OAE argued that respondent's conduct constituted a "misrepresentation[] by silence."

The OAE also argued that respondent violated RPC 8.4(c) by mispresenting to disciplinary authorities that he did not send the sexually explicit text messages to G.D. Regardless of whether the special master viewed the RPC 8.4(c) charge as duplicative of the RPC 8.1(a) charge, the OAE argued that respondent's acts of deception independently constituted a violation of RPC 8.4(c).

Finally, the OAE expressed its agreement with the remainder of the special master's findings, including the recommended discipline in the form of a three-month suspension.

In his brief to us, respondent largely reiterated the arguments he asserted before the special master. Specifically, respondent argued that he in no way defrauded Agbonlahor because respondent applied the $2,750 that he had received in that matter towards his legal fee. Moreover, respondent stressed that, although he had no specific recollection of discussing the Trans Union settlement with Agbonlahor, his firm customarily received settlement authority from clients.

Moreover, respondent argued that, during the OAE's investigation, he made only "limited denials" regarding his sexually explicit text messages to G.D. In respondent's view, such "limited denials" were not "knowing[ly]" "false." Moreover, unlike his misconduct in Warren I, in which he had a "relationship with a client," respondent characterized his relationship with G.D. as "mere banter."

Respondent urged, as mitigation, the positive results achieved for both Agbonlahor and G.D. in their respective client matters. Respondent also noted that, after reflecting upon the special master's decision, he recently stopped accepting new family law cases and began winding down his litigation practice

in anticipation of receiving a three-month suspension that he believes he "deserve[s]."

At oral argument before us, respondent expressed his agreement with the majority of the special master's findings and claimed that he took responsibility for his misconduct in both client matters, as found by the special master. Respondent, however, urged the imposition of discipline short of a term of suspension. In support of his argument, respondent maintained that the OAE and the DEC did not expeditiously handle their investigations of both client matters within the aspirational time goals prescribed by R. 1:20-8(a).[10] Specifically, respondent noted that the events underlying Agbonlahor's client matter occurred approximately ten years ago while the events underlying G.D.'s client matter occurred approximately five years ago.

Analysis and Discipline

Following our de novo review of the record, we determine that the special master's finding that respondent's conduct was unethical supports most of the charges of unethical conduct by clear and convincing evidence.

[10] R. 1:20-8 provides that the "disciplinary system shall endeavor to complete all investigations . . . of complex matters within nine months" of the docketing of the ethics grievance.

RPC 1.4(b) requires an attorney to keep a client reasonably informed about the status of a matter and to comply with reasonable requests for information. Similarly, RPC 1.2(a) requires, among other things, an attorney to "consult with [a] client about the means to pursue" "the scope and objectives of representation."

Here, respondent violated RPC 1.4(b) and RPC 1.2(a) by failing to advise Agbonlahor of (1) the 2013 Equifax and Trans Union settlements, and (2) the DNJ's April 2014 order withdrawing his claim against EOS CCA. Indeed, based on the evidence in the record, neither respondent nor any member of his firm consulted with Agbonlahor regarding whether he had agreed to the settlements and the withdrawal of his claim against EOS CCA, the last remaining defendant in his consumer protection lawsuit. Rather, Agbonlahor discovered his settlement with Equifax sometime in 2014, when Equifax independently sent him a tax form listing the $1,750 settlement amount as his taxable income. Moreover, it does not appear that respondent ever informed Agbonlahor of his settlement with Trans Union, even after respondent purportedly had a 2015 discussion with Agbonlahor regarding the reason for which he had received a tax form from Equifax. Other than that 2015 discussion, respondent appeared to have only one other communication with Agbonlahor, in June 2013, when

Agbonlahor executed the retainer agreement requesting that respondent pursue relief from Equifax, Trans Union, and EOS CCA.

However, we dismiss the related RPC 8.4(c) and RPC 8.4(b) charges. As alleged in the formal ethics complaint, the OAE claimed that respondent violated one instance of RPC 8.4(c) by failing to advise Agbonlahor of the Equifax and Trans Union settlements, effectuating those settlements without Agbonlahor's approval, and concluding Agbonlahor's litigation against those entities. Additionally, the OAE claimed that respondent violated a second instance of RPC 8.4(c), as well as RPC 8.4(b) and N.J.S.A. 2C:21-1(a)(2), by sending Trans Union an executed copy of a settlement agreement knowing that it contained Agbonlahor's forged signature.

N.J.S.A. 2C:21-1(a)(2) provides, in relevant part, that a person commits a third-degree crime of forgery if, "with the purpose to defraud or injure anyone, or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, he" "transfers any writing so that it purports to be the act of another who did not authorize that act." Similarly, a violation of RPC 8.4(c) requires proof of intent. See, e.g., In the Matter of Ty Hyderally, DRB 11-016 (July 12, 2011).

Here, despite respondent's failure to communicate with Agbonlahor, the record is unclear whether respondent effectuated the Equifax and Trans Union

settlements knowing that Agbonlahor had not been consulted regarding those agreements. Specifically, respondent's unrebutted testimony demonstrated that he handled a high-volume consumer protection practice in which he obtained, on behalf of clients, accelerated settlements in the form of debt relief and corrected credit reports. To obtain quick settlements and avoid protracted litigation, respondent structured his consumer protection practice by delegating "client contact" to his paralegals while he prepared "the complaint[s]." During the ethics hearing, respondent testified that he could not specifically recall whether his staff had obtained Agbonlahor's approval of the Equifax and Trans Union settlements. However, respondent claimed that he had no reason to suspect, at the time he had effectuated the settlements, that his paralegals did not obtain Agbonlahor's consent to settle his matters.

Respondent abdicated to his paralegals his responsibility to communicate with his consumer protection clients and, at least in this matter, failed to confirm whether his paralegals properly communicated with Agbonlahor, as required by RPC 5.3 (a) (failing to ensure that the conduct of nonlawyers employed or retained by the firm is compatible with the professional obligations of a lawyer).[11] Despite respondent's failure to supervise his paralegals, the OAE

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[11] Because the formal ethics complaint did not charge respondent with having violated RPC 5.3(a), we cannot independently sustain that charge. Nevertheless, we may consider such

(footnote cont'd on next page)

presented no evidence demonstrating that respondent had any reason to know that his paralegals had failed to advise Agbonlahor of the settlements. Consequently, although respondent's abdication of his duty to communicate was extremely reckless, there is no clear and convincing evidence that respondent effectuated the settlements knowing that Agbonlahor had not agreed to same and, thus, we determine to dismiss the RPC 8.4(c) charge.

Similarly, although it is undisputed that Agbonlahor did not sign his name on the Trans Union settlement agreement, it is unclear whether respondent knew, at the time he transmitted the agreement to Trans Union, that Agbonlahor's signature had been forged. Specifically, during the ethics hearing, respondent maintained that he "probably" did not sign Agbonlahor's name and speculated that a member of his office likely signed Agbonlahor's name on the document. However, it is unclear whether respondent knew, at the time he sent the settlement agreement to Trans Union, that a member of his staff had signed Agbonlahor's name without authorization. Although respondent recklessly abdicated of his duty to communicate with Agbonlahor to his paralegals, there is no clear and convincing evidence that respondent knowingly transmitted

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uncharged conduct in aggravation. See In re Steiert, 201 N.J. 119 (2014) (evidence of unethical conduct contained in the record can be considered in aggravation, even though such unethical conduct was not charged in the formal ethics complaint).

Agbonlahor's forged signature to Trans Union and, thus, we determine to dismiss the RPC 8.4(b) and the second RPC 8.4(c) charge.

We further dismiss the charges that respondent violated RPC 1.1(a) and RPC 1.3 by allowing Agbonlahor's claim against EOS CCA to be withdrawn by the DNJ. Specifically, respondent's failure to reply to the DNJ's April 2014 order to show cause directly resulted in the DNJ "withdraw[ing]" Agbonlahor's claim against EOS CCA, the sole remaining defendant in his lawsuit. However, it is undisputed that, by April 2014, Trans Union and Equifax had paid the settlement amounts to respondent and had removed from their credit reporting Agbonlahor's debt, totaling at least $2,054, which EOS CCA had forgiven. Based on these circumstances, by April 2014, respondent viewed Agbonlahor's case as "over."

Although respondent failed to consult with Agbonlahor regarding whether he had agreed to allow his claim against EOS CCA to be withdrawn, as RPC 1.2(a) requires, the record is unclear whether it was unreasonable for respondent to have concluded the litigation against EOS CCA. Indeed, the record is unclear whether Agbonlahor suffered any "actual" or "punitive" damages recoverable under the FDCPA or whether it would have been cost effective to pursue from EOS CCA any statutory damages, which, by law, cannot exceed $1,000 for any lawsuit filed by an individual. See 15 U.S.C.S. § 1692k(a)(2)(A). Given that

respondent appeared to have obtained a favorable outcome for Agbonlahor, who paid no legal fees for the representation, there is no clear and convincing evidence that respondent engaged in any gross neglect or lack of diligence. Consequently, we determine to dismiss the RPC 1.1(a) and RPC 1.3 charges.

Respondent, however, violated RPC 1.15(d) by failing to comply with several of the recordkeeping requirements of R. 1:21-6.

First, respondent violated R. 1:21-6(c)(1) by failing to maintain client records for the required seven-year period. At the very least, respondent failed to maintain Trans Union's $1,000 settlement check, in violation of R. 1:21-6(c)(1)(G), despite having deposited that check in his ABA to cover his legal fee. Indeed, the OAE discovered that check only after it had issued a subpoena for respondent's bank records.

Second, respondent violated R. 1:21-6(c)(1)(E) by failing to maintain copies of his billing records for the required seven-year period. As a result of that failure, respondent was forced to "recreate" his legal bill in connection with Agbonlahor's matter during the DEC's investigation.

Third, respondent failed to maintain a separate ledger sheet detailing attorney funds held for bank charges, in violation of R. 1:21-5(d), and a separate ledger sheet for each trust client, in violation of R. 1:21-6(c)(1)(B). Specifically, despite multiple requests for his ABA and ATA records, respondent provided

the OAE only limited financial records, including his 2018 ATA bank statements and a 2013 profit and loss statement. Following its investigation, the OAE determined that respondent failed to maintain the required ledger sheets for each client and for attorney funds held for bank charges.

Finally, respondent failed to deposit funds entrusted to his care in his ATA, in violation of R. 1:21-6(a)(1). Specifically, during the April 15, 2020 demand interview, respondent conceded that, when he received settlement funds in consumer protection matters, he would deposit those funds in his ABA, deduct his attorney's fee, and, in the rare instance where there were left over funds, would disburse the remaining funds to the client. Accordingly, in some consumer protection matters in which respondent received funds in excess of his attorney's fee, respondent failed to deposit client funds in his ATA.

In Agbonlahor's matter, respondent viewed the $1,750 he received from Equifax and the $1,000 he received from Trans Union as his attorney's fee for filing Agbonlahor's federal lawsuit. Consequently, respondent deposited those sums in his ABA, rather than commingled them with client funds in his ATA, as RPC 1.15(a) prohibits. Moreover, given the absence of detail regarding the express terms of the Equifax settlement and the fact that the Trans Union settlement amount expressly included "costs and attorney's fees," nothing in the

record clearly and convincingly demonstrates that respondent should have not retained those funds to cover his $2,800 in legal fees and costs.

Turning to the second client matter, respondent violated RPC 8.4(g) by sending sexually harassing and demeaning text messages to G.D. RPC 8.4(g) states:

> It is professional misconduct for a lawyer to: engage, in a professional capacity, in conduct involving discrimination . . . because of race, color, religion, age, sex, sexual orientation, national origin, language, marital status, socioeconomic status, or handicap where the conduct is intended or likely to cause harm.

The Supreme Court's official comment (May 3, 1994) to that Rule provides:

> [t]his rule amendment (the addition of paragraph g) is intended to make discriminatory conduct unethical when engaged in by lawyers in their professional capacity. It would, for example, cover activities . . . outside of the courthouse, whether or not related to litigation, such as treatment of other attorneys and their staff; bar association and similar activities; and activities in the lawyer's office and firm . . . . [P]urely private activities are not intended to be covered by this rule amendment . . . .
>
> "Discrimination" is intended to be construed broadly. It includes sexual harassment, derogatory or demeaning language, and, generally, any conduct towards the named groups that is both harmful and discriminatory.

Based on the detailed record of respondent's interaction with G.D., we conclude that respondent's conduct was discriminatory within the meaning of RPC 8.4(g). Respondent engaged in discrimination – more specifically, sexual

harassment – by sending G.D. lewd and demeaning text messages between June and October 2018.

Specifically, on June 21, 2018, respondent, while engaged in romantic text messages with G.D., expressed his intent to "touch" her. However, respondent told G.D. that, during their in-person meetings, G.D. was "in bitch mode" and "not in the mood for me." In reply, G.D. stated that she was "defending" herself from "a horrible person."

On July 2, 2018, after sending respondent a picture of herself, G.D. informed him that she could not "do this with you anymore" because she had "been through so much." G.D. also informed respondent that he was "bad for" her and that he "r[a]n hot and cold," which "dr[o]ve [her] nuts." Nevertheless, on July 11, 2018, while G.D. was out at a bar with friends, respondent expressed his frustration with G.D. that she had placed him in the "friend zone" and told her "go b[e] with [your] old f&*ks." When G.D. advised respondent that he was "being mean," respondent replied that G.D. had "called it off" and went to a bar instead of visiting him. Although G.D. told respondent that she was "crazy about you," respondent replied he "hate[d] when [G.D. was] out" because, in respondent's view, G.D. was "mine."

One month later, on August 15, 2018, respondent informed G.D. that he was going to "get drunk" and requested that G.D. "[s]how me your tits." Two

days later, on August 17, shortly after G.D. had expressed that she needed respondent as her attorney and appreciated his efforts, respondent replied "[c]an I see your ass."

During the evening of September 2 and the early morning hours of September 3, 2018, respondent noted that G.D. was "scared" and would "freeze up" when she had declined to reciprocate his sexual advances during an in-person office visit. When G.D. stated that she did not believe that respondent wanted to have sex in his office, respondent replied "[w]hy else would I want to see you?? For a deed?" In reply, G.D. claimed that she would not have sex in respondent's office, to which respondent stated "I didn't want that. But I didn't expect stand-offing."

Finally, on October 5 and 6, 2018, days before the hearing regarding her former husband's custody motion, G.D. requested that respondent discuss the motion with her, via telephone. Following that purported discussion, G.D. sent respondent a text message stating, "I don't know what I did to you?" In reply, respondent told G.D. "[y]ou should have blown me."

Although an attorney's attempt to have a sexual relationship with a client is not per se unethical, the relative positions of the parties must be carefully securitized to ascertain whether the relationship was prohibited. See In re Liebowitz, 104 N.J. 175, 180-81 (1985).

In In re Resnick, 219 N.J. 620 (2013), an attorney engaged in an improper sexual relationship with a client whom he initially represented, pro bono, after a referral from the Jersey Battered Women's Shelter. In the Matter of Michael Resnick, DRB 13-413 at 2. He subsequently represented her, for a fee, in connection with her divorce from her alleged abuser. Ibid. During the divorce proceedings, the attorney informed the client that he desired a personal relationship with her. Id. at 4. The client, however, denied that the romantic feeling was mutual, testifying that she perceived the attorney as an "authority figure" and "somebody that [she] looked up to." Ibid. She further asserted that she was in a "dire [financial] situation," and that, in connection with his romantic overtures, the attorney had offered to refund his $5,500 retainer fee, which she had paid by selling her engagement ring. Id. at 3-4. Eventually, the parties engaged in a consensual sexual relationship. Id. at 5.

We determined that the attorney's sexual relationship with the client was improper. Id. at 28. Specifically, the attorney became sexually involved with his client despite knowing, due to the prior pro bono representation, that she had fled an abusive relationship and had limited financial resources Id. at 32. The attorney, thus, knew that she was emotionally vulnerable and felt pressure to yield to his romantic advances, which left the client both surprised and confused. Ibid.

Like the circumstances in Resnick, although respondent and G.D.'s personal relationship, at times, appeared consensual, G.D.'s precarious personal and financial circumstances did not place her on equal footing with respondent. Specifically, respondent knew that G.D., who had lived together with her former husband for years after their 2005 divorce, was "financially" and "emotionally" "desperate." Indeed, in February 2018, G.D. ended her relationship with her prior attorney, due to her high fees, and retained respondent, whom she viewed as more affordable, to pursue unpaid alimony, child support, and her children's education and medical expenses from her former husband. Moreover, G.D. informed respondent of the purported abuse that she had suffered from her father and former husband, a task which G.D. viewed as "personal and painful."

Although G.D. candidly admitted that she, at times, contributed to the romantic text message exchanges with respondent, she noted that she felt compelled to maintain the personal relationship to avoid respondent "jeopardiz[ing]" their attorney-client relationship. G.D.'s perceptions regarding respondent's behavior were well grounded. Specifically, respondent become possessive of G.D. and claimed that she was "mine" just nine days after she had informed him that she no longer wished to maintain a romantic relationship because she had "been through so much." More egregiously, on October 5, 2018, after G.D. had asked respondent what she "did to [him]" following their

telephone conversation regarding her former husband's pending custody motion, respondent replied "[y]ou should have blown me." Regardless of whether respondent conditioned his legal services on his expectation that G.D. reciprocate his sexual advances, the fact remains that G.D. reasonably believed that, if she did not "give [respondent] what he wanted sexually[,] it [would] hurt my case." Far from a romantic relationship between two consenting adults on a level playing field, respondent engaged in demeaning and, at times, outright humiliating conduct towards G.D., who, by November 2018, felt "manipulated" and "strong armed" by respondent.

Finally, respondent violated RPC 8.1(a) and RPC 8.4(c) by repeatedly and falsely denying to the OAE, throughout its investigation, that he had not engaged in any inappropriate text messaging or made sexual advances towards G.D.

Specifically, on August 16, 2019, approximately ten months after respondent had ceased his sexual advances towards G.D., respondent sent the OAE his reply to her ethics grievance in which he claimed that G.D.'s allegations regarding his inappropriate sexual advances and text messages were "intentionally false." Additionally, respondent questioned the authenticity of G.D.'s text messages in her grievance, claimed that the messages depicted G.D.'s purported conversation with another man named "Bruce," and accused G.D. of attempting to "leverage" his sexual misconduct in Warren I by making

a "false allegation" against him.

During the April 2020 demand interview, respondent falsely claimed to the OAE that "[n]othing inappropriate happened between me and [G.D.] at any point ever." Moreover, respondent denied having engaged in a "flirtatious relationship" with G.D. or having sent her any text messages suggesting that he wanted her in a "sexual way." Thereafter, respondent expressly denied having sent G.D. several particularly explicit text messages, including requests that he "see your ass," "cum in you," and "make love to you." Respondent advised the OAE that he did not send those text messages because, in his view, they were "not consistent with" his manner of speech.

During the ethics hearing, after the OAE had detailed its methods by which it had obtained G.D. and respondent's text message conversations between June 7, 2018 and January 11, 2019, respondent took "responsibility for" the text messages "coming from my phone," given that "nobody" but himself "ever had" his phone.

As the special master correctly found, respondent was not credible in his assertion that he could not recall his sexually explicit text message conversations, which spanned more than five months, during which he made numerous sexually demeaning statements towards G.D. Despite respondent's awareness of his improper personal relationship with G.D., respondent

continued, throughout the OAE's investigation, to falsely claim that "nothing inappropriate" had transpired between himself and G.D. Indeed, it was not until the ethics hearing, when respondent was confronted with overwhelming evidence that he had sent numerous sexually explicit text messages to G.D., that he finally admitted that his text messages had originated from his phone. Respondent, however, could not bring himself to expressly concede that he had authored his text messages.

In sum, in connection with Agbonlahor's client matter we find that respondent violated RPC 1.2(a), RPC 1.4(b), and RPC 1.15(d). We dismiss, for lack of clear and convincing evidence, the charges that respondent violated RPC 1.1(a); RPC 1.3; RPC 8.4(b); and RPC 8.4(c) (two instances).

In connection with G.D.'s client matter, we find that respondent violated RPC 8.1(a), RPC 8.4(c), and RPC 8.4(g).

In recent years, attorneys who have committed sexual harassment or who have attempted to engage in improper personal relationships with a client have received discipline ranging from a censure to a long-term of suspension, including if they attempt to conceal their misconduct from disciplinary authorities. See, e.g., In re Vasquez, 253 N.J. 555, (2023) (censure for a drug court prosecutor who repeatedly left the courtroom to speak with A.E., a drug court participant, after her court appearances had concluded; A.E., described

those interactions as “uncomfortable and intimidat[ing],” in part because the attorney did not leave the courtroom to wait for any other defendants; the attorney also twice visited a diner where A.E. was employed; during the attorney’s first visit to the diner, he arranged to sit in A.E.’s assigned section, called her tattoos “hot,” and left a $10 tip with a piece of paper listing his name and telephone number; during the attorney’s second visit, A.E. claimed that the attorney “watch[ed] [her] the whole time;” although the record contained no allegation that the attorney had requested a sexual relationship with A.E., he, nevertheless, abused his position of power by engaging in harassing conduct towards a vulnerable drug court participant; no prior discipline); In re Regan, 249 N.J. 17 (2021) (censure for attorney who sent a sexually explicit and extremely graphic e-mail to a current client requesting that he perform oral sex on her; the attorney sent his e-mail two days after the client’s divorce had been finalized; the e-mail left the client shocked, scared, and disgusted because she never indicated that she sought a personal relationship with the attorney, who was many years older than her; we found that the attorney’s subjective belief that his e-mail would be well received did not obviate his violation of RPC 8.4(g); in mitigation, the attorney’s misconduct was confined to a singular communication and he had no prior discipline; however, in aggravation, the attorney attempted to improperly persuade his client to withdraw her ethics

grievance); In re Garofalo, 229 N.J. 245 (2017) (six-month suspension for attorney who sexually harassed two female employees of the law firm where he worked through hundreds of e-mails containing misogynistic language and crude invitations to drink, dine, vacation and engage in sex with him; none of the attorney's overtures or e-mails were welcomed and, in regard to one victim, continued for years following a brief relationship; the attorney's e-mail campaign continued despite one victim's explicit instruction that he stop communicating with her; further, the attorney disregarded his law firm's contemporaneous directive that he stop communicating with her; during an OAE demand interview, the attorney misrepresented that he had no contact with one of the victims after she had reported his conduct to the law firm; the attorney further lied to the OAE by emphatically denying having sent one of the harassing e-mails to his victim; the attorney later admitted, during the same demand interview, that he had sent the e-mail only after the OAE had informed him that it would issue a subpoena for his e-mail records; in aggravation, we considered the prolonged nature of the harassment and the attorney's failure to heed warnings from the victim, the police, and his law firm; no prior discipline; we had recommended a censure, however, the Court imposed a six-month suspension); In re Becker, __ N.J. __ (2022) (one-year suspension for attorney who made sexually explicit statements to his minor, court-appointed client

during a meeting, in violation of RPC 1.14(a) (when a client's capacity to make adequately considered decisions in connection with the representation is diminished, whether because of minority, mental impairment or some other reason, the lawyer shall, as far as reasonably possible, maintain a normal client-lawyer relationship with the client) and RPC 8.4(g); no prior discipline).

Respondent, however, also failed to advise Agbonlahor of his settlements with Trans Union and Equifax and the withdrawal of his claim against EOS CCA. Typically, attorneys who fail to communicate with their clients or who settle cases without their client's consent receive admonitions or reprimands, even when accompanied by less serious ethics infractions. See, e.g., In the Matter of Peter M. Halden, DRB 19-382 (Feb. 4, 2020) (admonition for attorney who settled his client's dispute regarding his attempt to reduce his monthly alimony obligation; the client, however, expressly rejected the draft settlement consent order; despite the client's rejection, the attorney executed the consent order based on his belief that he was acting in his client's best interest; in mitigation, the attorney had no prior discipline and refunded his entire fee in recognition of his client's dissatisfaction with the representation); In the Matter of Cynthia A. Matheke, DRB 13-353 (July 17, 2014) (admonition for attorney who failed to advise her client about "virtually every important event" in the client's malpractice case between 2006 and 2010, including the dismissal of her

complaint); In re Kane, 170 N.J. 625 (2002) (reprimand for attorney who was retained in connection with a lawsuit to recover damages from tenants; the attorney settled the case without the client's knowledge or consent, received a check, put it in his file, and did nothing further; he then relocated his practice without informing the client; the attorney also misrepresented the status of the case to the client and failed to provide a retainer agreement; we weighed, in mitigation, the attorney's lack of prior discipline in imposing only a reprimand for these numerous infractions).

Here, like the admonished attorneys in Matheke and Halden, respondent failed to advise Agbonlahor of the significant developments of his consumer protection lawsuit, including the fact that his claims against Equifax and Trans Union had been settled while his claim against EOS CCA had been withdrawn. However, respondent's failure to communicate, fortunately, did not appear to result in any ultimate harm to Agbonlahor, who paid no legal fees for respondent to forgive his debt and repair his credit reports.

The crux of respondent's misconduct, however, was his demeaning and sexually harassing messages towards G.D. and his efforts to conceal that conduct from the OAE.

Unlike the censured attorney in Regan, whose sexually harassing conduct towards his matrimonial client spanned only one extremely graphic e-mail,

respondent's efforts to engage in an improper sexual relationship with G.D. spanned at least five months, from June through October 2018. Although the sexual nature of respondent and G.D.'s text messages appeared mutual at times, respondent knew that G.D. was in a precarious financial and emotional situation for needing to seek court action to compel her former husband to pay for her children's living expenses. Moreover, G.D. testified that respondent knew that she was emotionally desperate and had been in an abusive relationship with her former husband.

Rather than respect G.D.'s personal dignity, he berated her, in July 2018, for not pursuing a sexual relationship with him and for going out to a bar with her friends. By the end of that conversation, respondent told G.D. that she was "mine" and expressed his disapproval and frustration regarding her social activities. By September 2018, respondent told G.D. that he did not "expect stand-offing" in response to his "lure[s]" to engage in sexual activity in his office. Finally, by October 2018, just days prior to a hearing regarding G.D.'s former husband's custody motion, when G.D. asked respondent what she had done to him, respondent replied "[y]ou should have blown me."

Respondent's conduct was not only extremely degrading and humiliating towards G.D., but it also reinforced her fears that if she did not reciprocate his sexual advances, it could jeopardize the representation. Because G.D. was

"financially depleted," she had "no choice but to keep" respondent as her attorney and experience "the mental gymnastics of the personal boundaries that [she] just [did not] want to deal with." In G.D.'s view, she felt "stuck," "preyed" upon, and "strong armed" into maintaining a personal relationship that she did not want in order to ensure the success of her applications to obtain necessary financial relief on behalf of her children.

Additionally, like the attorney in Garofalo, who received a six-month suspension, in part for engaging in deception to the OAE regarding his sexually harassing behavior, respondent repeatedly and falsely attempted to reassure the OAE that he never sent G.D. any inappropriate text messages suggesting that he wanted her "in a sexual way." Indeed, in his reply to her ethics grievance, respondent baselessly alleged that G.D.'s allegations regarding his inappropriate sexual advances and text messages were "intentionally false." It was not until the ethics hearing, when the OAE presented the entirety of his text message conversations with G.D. between June 7, 2018 and January 11, 2019, that respondent finally attempted to take responsibility for authoring his text messages by conceding only that the messages came from his phone, which only he controlled.

Moreover, rather than express sincere remorse for the harm he caused to G.D. by his inappropriate attempt to have a sexual relationship with her,

respondent instead attempted to downplay his text messages as "sarcastic" and questioned G.D.'s "sincerity" in connection with the "mental gymnastics" she experienced regarding her "personal boundaries."

Finally, unlike Regan and Garofalo, who both had no disciplinary history, respondent had a heightened awareness of his obligation to refrain from seeking inappropriate sexual relationships with vulnerable clients, in light of his 2013 reprimand, in Warren I, for nearly identical misconduct. The Court has signaled an inclination toward progressive discipline and stern treatment of repeat offenders. In such scenarios, enhanced discipline is appropriate. See In re Kantor, 180 N.J. 226 (2004) (disbarment for abandonment of clients and repeated failure to cooperate with the disciplinary system). Rather than utilize his prior experiences with the disciplinary system to reform his conduct, respondent elected to sexually harass, demean, and humiliate G.D. for refusing his sexual advances. The fact that G.D., fortunately, achieved the financial relief she sought from her former husband in no way ameliorates the harm she suffered from respondent's actions.

For purposes of determining the appropriate quantum of discipline, and without diminishing the injury suffered by G.D., we find that respondent's misconduct is not as severe as that of the attorney in Becker, who received a one-year suspension for engaging in inappropriate sexual remarks to his court-

appointed juvenile client. Additionally, unlike Garofalo, whose misconduct against one of his victims continued, for years, despite warnings from his law firm and law enforcement, respondent, eventually, ceased sexually harassing G.D..

Finally, we acknowledge, in mitigation, the ten-year passage of time since respondent's misconduct underlying Agbonlahor's consumer protection client matter. However, respondent's more serious sexually harassing misconduct towards G.D. occurred only five years ago, in 2018, while his deception to the OAE regarding his actions occurred even more recently, in August 2019 and April 2020.

In conclusion, considering respondent's protracted efforts to engage in demeaning and sexually harassing behavior towards a vulnerable client, and his 2013 reprimand in Warren I for nearly identical misconduct, we determine that a six-month suspension is the appropriate quantum of discipline necessary to protect the public and to preserve confidence in the bar.

Chair Gallipoli and Member Joseph voted to impose a one-year suspension.

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

By: */s/ Timothy M. Ellis*
Timothy M. Ellis
Acting Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Bruce K. Warren, Jr.
Docket No. DRB 23-117

Argued: July 20, 2023

Decided: November 1, 2023

Disposition: Six-month suspension

Members	Six-month suspension	One-year suspension	Absent
Gallipoli		X	
Boyer	X		
Campelo	X		
Hoberman			X
Joseph		X	
Menaker	X		
Petrou	X		
Rivera	X		
Rodriquez	X		
Total:	6	2	1

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