SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 24-007
District Docket Nos. XIV-2020-0393E
and XII-2023-0901E

In the Matter of Hassen I. Abdellah
An Attorney at Law

Argued
February 15, 2024

Decided
June 20, 2024

Amanda W. Figland appeared on behalf of the
Office of Attorney Ethics.

Alan D. Bowman appeared on behalf of respondent.

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Introduction

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

This matter was before us on a disciplinary stipulation between the Office of Attorney Ethics (the OAE) and respondent. Respondent stipulated to having violated RPC 1.5(b) (failing to set forth, in writing, the basis or rate of the legal fee); RPC 1.7(a)(1) (engaging in a concurrent conflict of interest); RPC 8.1(a) (making a false statement of material fact in a disciplinary matter); and RPC 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation).

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

Respondent earned admission to the New Jersey bar in 1983. At all relevant times, he maintained a practice of law in Elizabeth, New Jersey.

On January 28, 2020, the Court reprimanded respondent for his violation of RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21-6). In re Abdellah, 241 N.J. 98 (2020) (Abdellah I). In that matter, respondent stipulated to having overdrawn his attorney trust account (ATA) on two separate occasions, failing to maintain receipts and disbursements journals, and failing to perform monthly, three-way reconciliations of his ATA.

Facts

Respondent and the OAE entered into a disciplinary stipulation, dated January 5, 2024, which sets forth the following facts in support of respondent's admitted ethics violations.

On April 5, 2014, W.C.[1] suffered a traumatic brain injury which allegedly caused the onset of bi-polar disorder; seizures; diminished cognitive abilities; and personality changes. Due to his brain trauma, W.C. became uncharacteristically aggressive, and his wife, M.C., ultimately obtained a restraining order against him. W.C. violated the restraints and was incarcerated at the Morris County Correctional Facility, where he became acquainted with Adam Hassan (Hassan).

Following their release from jail, W.C. and Hassan planned to go into business together to purchase real estate. Hassan suggested that they retain respondent to assist them with the real estate transactions. At the time, respondent was representing Hassan's father, Elsayed Hassan (Elsayed),[2] and Hassan in connection with the acquisition of a vacant lot located in Frankford

[1] In view of W.C.'s medical condition and the subsequent domestic proceeding involving W.C. and his wife, M.C., we refer to them both by their initials to preserve their anonymity.

[2] Elsayed Hassan is referred to herein as "Elsayed," whereas Adam Hassan is referred to as "Hassan." This is done solely for ease of reference and to avoid confusion. No disrespect is meant by the informal designation.

Township, New Jersey.[3]

The Hardyston Property

In December 2015, respondent met with W.C. and Hassan at his office to discuss representation in connection with their planned acquisition of real estate. Respondent believed, at the time, that W.C. and Hassan were starting a business buying and auctioning vehicles and were looking to purchase real estate to use as a showroom. However, he did not know the specifics regarding any business arrangements between Hassan, Elsayed, and W.C., because he was not involved in setting up or registering the business for them.

On February 20, 2016, W.C. wrote a $16,000 personal check to respondent. That same date, Hassan wrote a separate $16,000 check to respondent, drawn on a bank account held by a corporate entity, People Consultors, LLC, which was registered to Hassan and his mother. Respondent believed the $32,000 was to be held in escrow for the acquisition of real estate

[3] On or about February 11, 2016, Hassan and Elsayed purchased the Frankford Township property. Respondent admitted that he did not have Hassan or Elsayed sign a retainer agreement in connection with that real estate transaction, despite previously having not represented either client. Respondent admitted that, between 2015 and 2016, he did not prepare retainer agreements for any real estate clients based on his mistaken understanding that retainer agreements were not necessary in real estate matters.

by the parties. He could not, however, connect the funds to a particular real estate transaction.[4]

On February 22, 2016, respondent deposited both checks in sub-account #368 of his ATA #0688.[5] Respondent contended that both W.C. and Hassan agreed that their combined $32,000 for their real estate matter could be deposited in sub-account #368, which respondent originally had opened for Elsayed and Hassan. Thus, as of February 22, 2016, respondent was holding $16,000 for W.C. in Hassan and Elsayed's sub-account #368. Respondent failed to create or maintain client ledger cards for the funds he was holding in his ATA on behalf of Elsayed, W.C., and Hassan.[6]

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[4] In his December 2, 2020 reply to the OAE, respondent initially stated that, in February 2016, he received a total of $32,000 from W.C. and Hassan for the acquisition of the property in Hardyston, New Jersey. Later, following a review of the contracts of sale signed by W.C. and Hassan, and his other file records, respondent acknowledged to the OAE that he could not determine why he received the funds from W.C. and Hasson. The OAE did not charge respondent with making a false statement to a disciplinary authority regarding his initial claim that he received $32,000 in February 2016 for the acquisition of the Hardyston property, because Hassan included a notation associated with the Hardyston street address on the memo line of the check, and W.C. and Hassan were involved in several real estate transactions at the time.

[5] In January 2016, respondent had opened sub-account #368 in connection with his representation of Elsayed and Hassan for the purchase of the lot in Franklin Township.

[6] Respondent previously was disciplined for recordkeeping violations committed between 2015 and 2017, including his failure to maintain fully descriptive client ledger cards; the OAE determined not to charge respondent for his recordkeeping violations involving the real estate matters underpinning this case. However, had those recordkeeping violations been charged and considered, no greater discipline would have resulted. See generally, In re Milara, 241 N.J. 27 (2020), and In re Isa, 239 N.J. 2 (2019) (no additional discipline imposed on attorneys whose misconduct, although unethical, did not warrant further discipline, given the close temporal nexus and similarity of misconduct with the attorneys' prior discipline).

At the time respondent accepted the funds to hold in escrow for W.C. and Hassan, he did not provide a retainer agreement to either client. Respondent previously had not represented W.C.

On February 26, 2016, W.C. and Hassan signed a contract of sale to purchase the Hardyston property for $235,000. The contract required an initial deposit of $125,000. M.C. alleged that W.C. withdrew the $125,000 from a personal account they shared. Respondent was not involved in the negotiations related to the purchase of the Hardyston property, and he did not conduct the attorney review of the sales contract. Respondent did not transfer any funds on behalf of W.C. and Hassan to either the buyer or real estate broker in connection with the purchase of the Hardyston Property.

On March 23, 2016, W.C., Hassan, and the seller signed a letter of intent for the purchase and sale of the Hardyston property.[7] The letter was prepared by the real estate broker and respondent was not involved in negotiating the letter of intent. The letter referenced "Church Enterprises, LLC" (Church Enterprises) as the "buyer-tenant."[8] The letter was not signed by any individual on behalf of that entity and no signature line was included for that entity. Under the terms of the letter, W.C., Hassan, and Church Enterprises had six months to consummate

[7] The seller signed on behalf of herself and Didon Enterprises.

[8] The OAE could not locate corporate records for Church Enterprises, LLC.

the purchase of the property and, in the event they failed to pay the $110,000 balance of the purchase price within six months, the seller was permitted to "foreclose, keep the $125,000 deposit and charge 5% interest."

The seller's right to foreclose suggested that W.C. and Hassan took possession of the Hardyston property as tenants and, in fact, W.C. and Hassan listed the street address of that property as their address on the letter of intent. Neither a written lease nor a rent-to-buy agreement was executed between W.C., Hassan, and the seller. M.C. claimed that, in 2016, W.C. gave additional personal funds to Hassan for improvements to the Hardyston property.

Respondent claimed he was not familiar with Church Enterprises and denied ever representing the entity.

The Sussex Property

On March 6, 2016, Kevin Weinman, Esq., contacted respondent regarding an agreement for W.C. and Hassan to purchase a property located in Sussex, New Jersey. Respondent did not have W.C. or Hassan execute a retainer agreement in connection with this real estate transaction. That same date, Weinman sent respondent the contract of sale for the Sussex property, which indicated the purchase price was $92,000, with an initial deposit of $20,000, and that the closing had to occur within thirty days.

On March 17, 2016, respondent wrote a check in the amount of $20,000 from his ATA sub-account #368 toward the deposit on the Sussex property. On March 29, 2016, Weinman returned the deposit check to respondent because the contract of sale required respondent to serve as escrow agent for the deposit. W.C. and Hassan ultimately did not purchase the Sussex property.

On April 12, 2016, respondent sent a letter to Weinman seeking to confirm that he was authorized to release the $20,000 deposit he was holding for the Sussex property back to his client. Respondent alleged that he had received no objection from Weinman or his clients regarding the release of the $20,000 deposit funds back to his W.C. and Hassan.[9]

The Mine Hill Property

Respondent also represented W.C. and Hassan in connection with the purchase of property in Mine Hill, New Jersey. Respondent, again, did not have W.C. and Hassan execute a retainer agreement in connection with this real estate transaction.

On March 26, 2016, W.C. and Hassan signed a contract of sale prepared by a real estate broker to purchase the Mine Hill property for $88,000. The

[9] Weinman stated he could not locate his file for the attempted sale of the Sussex property and could not recall the details of the transaction. There is no evidence in the record indicating that Weinman objected to respondent releasing the $20,000 deposit funds back to his clients.

contract required an initial deposit of $10,000 and closing within thirty days. W.C., Hassan, and Church Enterprises were identified as the buyers.

On March 28, 2016, Hassan issued a check for $10,000 from the People Consultors bank account, payable to "Hassen Abdellah Esq Trust," toward the deposit for the purchase. There is no evidence that respondent deposited the $10,000 in his ATA or his attorney business account (ABA). W.C. and Hassan ultimately did not purchase the Mine Hill property.

Additional Funds from W.C. and the Release of All Escrow Funds

On April 5, 2016, W.C. wrote a $30,000 check to, which respondent deposited in his ATA sub-account #368. During his interview with the OAE, respondent stated that he did not recall why W.C. gave him the $30,000.[10] As of April 6, 2016, respondent was holding a total of $62,000 in his ATA sub-account #368, of which W.C. had contributed $46,000, and Hassan, or People Consultors, had contributed $26,000.[11]

[10] Respondent initially told the OAE that the $30,000 was a deposit for the Sussex property. However, following a review of his records, he subsequently corrected that statement and acknowledged he did not know why W.C. gave him $30,000. At the time, W.C. and Hassan were discussing multiple potential real estate transactions.

[11] It is unclear from the record how the balance of the ATA sub-account #368 reached $62,000. According to the record, the account held $13,000 at the time respondent began depositing the funds provided by W.C. and People Consultors. Respondent stipulated that he deposited a total of $46,000 from W.C. and $26,000 from People Consultors, which would have brought the total account balance to $85,000. However, there is no evidence to support that $10,000 of the $26,000

On April 12, 2016, respondent issued a check for $32,000 from his ATA sub-account #368 made payable to People Consultors, with "refund" noted on the memo line. On that same date, respondent issued a separate check for $30,000 from his ATA made payable to People Consultors, with "refund Elsayed Hassan" reflected on the memo line.[12] Respondent claimed that he released the full $62,000 because W.C. and Hassan were not proceeding with the purchase of the Sussex or Mine Hill properties and they did not want his assistance with the purchase of Hardyston property.

Respondent asserted that he made the checks payable to People Consultors, at the direction of W.C. and Hassan, while they were present at his office. Respondent claimed he handed one check to Hassan and one to W.C., although both checks ultimately were endorsed and deposited by Hassan. Respondent further asserted that he had verbal authorization from W.C., Hassan, and Elsayed to release the $62,000 he was holding in his ATA sub-account

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provided by People Consultors was, in fact, deposited into the ATA sub-account #368.

Respondent deducted the $20,000 deposit for the purchase of the Sussex property from the sub-account #368 leaving a balance of $65,000. The record does not reflect any other checks being drawn on the ATA sub-account #368 to bring the balance down to $62,000, the amount respondent disbursed to People Consultors via two separate checks.

[12] Respondent claimed that he included Elsayed's name on the memo line since Elsayed was frequently the source of funds for Hassan's business investments.

#368.[13] Respondent admitted that he had nothing in writing to support his assertion that W.C. agreed that the $46,000 he had given to respondent to hold in escrow was to be disbursed to People Consultors.[14]

In his December 2, 2020 reply to the OAE, respondent asserted the following:

> I had no reason to believe that [refunding the deposit money to People Consultors] was in any way inappropriate because a significant portion of the total deposit money I was holding had originated from Peoples Consultors LLC and I was directed that Peoples Consultors LLC was their collective corporation and that they would sort it out from there.
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> [Ex.3¶7.][15]

[13] Elsayed admitted that he and other family members at times provided funds to Hassan for Hassan's investments, but he denied active involvement in any transactions related to W.C. and Hassan purchasing real estate. Elsayed further denied having any knowledge of whether W.C. authorized respondent to release W.C.'s funds to People Consultors.

[14] The OAE recognized that respondent's handling of escrow funds for W.C. and Hassan was a possible knowing misappropriation (RPC 1.15(a)); failure to safeguard (RPC 1.15(a)); or failure to return escrow funds to a client (RPC 1.15(b)). The OAE investigated these charges but lacked clear and convincing evidence to support violations of RPC 1.15(a) or RPC 1.15(b). W.C. is deceased, Elsayed denied any knowledge of the transactions, and Hassan did not respond to the OAE's request for an interview. Additionally, M.C. was not present at the meetings between W.C., Hassan, and respondent. Moreover, there is no evidence that, after W.C.'s relationship with Hassan broke down in 2016, and prior to his death in 2018, that W.C. ever asserted that respondent released his deposit funds to People Consultors without his authority.

[15] "Ex." refers to exhibits attached to the Stipulation of Discipline by Consent, dated January 5, 2024.

Respondent received no legal fees from W.C. or Hassan for any work he performed on their behalf in connection with the various real estate transactions described above.

Concurrent Conflict of Interest

On May 12, 2016, respondent met with W.C. to discuss representing him in connection with his potential divorce from M.C. On June 21, 2016, W.C. signed a retainer agreement with respondent to handle the divorce matter, however, W.C. never paid the $5,000 retainer fee.

During the summer of 2016, W.C. moved back in with M.C. and, ultimately, did not pursue a divorce. At that time, W.C. advised M.C. that he had liquidated some marital assets and given the funds to Hassan. By fall of 2016, M.C. began to believe that Hassan and his family were trying to scam W.C. to take his money. Following his June 2016 meeting to discuss the potential divorce matter, respondent did not meet or communicate with W.C. again.

In December 2016, respondent met with Hassan regarding the Hardyston transaction. During that meeting, respondent allegedly learned that W.C. and Hassan were no longer in business together due to a breakdown in their relationship. Hassan reportedly told respondent that he had contributed half of

the $125,000 paid to the seller in connection with the purchase of the Hardyston property. As of December 2016, the seller had not returned any portion of the $125,000 down payment to W.C. or Hassan.

On December 22, 2016, respondent sent a letter to the seller's attorney demanding the immediate return of $62,500, representing Hassan's half of the initial $125,000 deposit. In that letter, respondent indicated that his office had been retained to represent Hassan to seek the refund of the deposited funds and that there was a dispute between W.C. and Hassan.

Respondent admitted that he never verified Hassan's assertion that he contributed one-half of the $125,000 initial deposit. Respondent claimed he attempted to contact W.C. but admitted he did not speak with him prior to sending the letter to the seller's counsel.

Respondent did not execute a retainer agreement with Hassan. Respondent admitted that, when he wrote the December 22, 2016 letter on behalf of Hassan, he was still representing W.C. in connection with the Hardyston transaction. He further admitted that he did not provide W.C. with a copy of the letter to the seller's counsel. Respondent never received a response to the letter.

On March 19, 2018, W.C. passed away. M.C. was appointed the executor of W.C.'s estate following his death.

On February 15, 2019, M.C. filed a complaint in Superior Court of New Jersey, Law Division, Passaic County, under docket number F-000510-19, against Hassan and the seller, seeking to recover the $125,000 initial payment for the purchase of the Hardyston property, as well as other funds W.C. had advanced to make improvements to the property. Although Hassan was named as a defendant in the complaint, he failed to file an answer or to make an appearance in the matter.[16] The lawsuit was not settled or otherwise resolved.

Respondent's False Statements to the OAE

On or about June 23, 2020, M.C. filed an ethics grievance against respondent, primarily alleging that he participated in a scheme to steal assets from her former husband, W.C., by accepting real estate deposits from W.C., depositing those funds in his ATA, and then improperly releasing those funds to People Consultors. On October 13, 2020, the OAE docketed the matter for investigation and, on October 22, 2020, directed respondent to submit a written reply to the grievance.

In his December 2, 2020 reply to the OAE, respondent stated that W.C., Hassan, and Elsayed told him they were going to "form a partnership or were in

[16] The OAE sent Hassan a letter in connection with the investigation in this matter. However, Hassan did not respond to the OAE's request for an interview.

the process of forming a corporation, which was to be performed either pro se or by someone else." Respondent stated that People Consultors was the name of the business that W.C. and Hassan formed.

However, during the subsequent OAE interview, respondent admitted that W.C. and Hassan never identified any business entity that they formed together. Respondent further conceded that, in 2015 or 2016, he did not know whether W.C. or Hassan had, in fact, established a company for their business venture. Respondent further divulged that he did not see or hear the name People Consultors until he received Hassan's check, in February 2016, which had been issued from the People Consultors bank account. People Consultors was never referenced in any contract of sale or other agreements related to the purchase of the Hardyston, Sussex, or Mine Hill properties. Church Enterprises was the only entity mentioned on any documents related to W.C. and Hassan in respondent's file. Church Enterprises was identified as a "buyer" on the contract of sale for the Mine Hill property and as the "buyer-tenant" on the letter of intent for the Hardyston property.

Based on the forgoing facts, respondent stipulated that he violated RPC 1.5(b) by representing Elsayed, Hassan, and W.C. in several real estate matters without clearly identifying what individuals or entities he was representing and without providing his clients with a writing setting forth the basis or rate of his

fee; RPC 1.7(a)(1) by representing Hassan in a matter adverse to W.C. (the demand for the return of half of the $125,000 deposit); and RPC 8.1(a) and RPC 8.4(c) by making misrepresentations to the OAE during its disciplinary investigation.

The OAE noted that it could not prove, by clear and convincing evidence, that respondent knowingly misappropriated funds in connection with his improper disbursement of W.C.'s funds to Hassan. The OAE acknowledged, however, that respondent's concurrent conflict of interest, in violation of RPC 1.7(a)(1), and his failure to set forth, in writing, the parameters of the attorney-client relationship between himself and the clients, in violation of RPC 1.5(b), may have resulted in harm to W.C. and M.C.

In support of its recommendation for either a reprimand or such lesser discipline, the OAE cited disciplinary precedent addressed below. In mitigation, the OAE considered that respondent entered into the disciplinary stipulation, thereby accepting responsibility for his misconduct and conserving disciplinary resources.

In aggravation, the OAE emphasized respondent's prior discipline and his misrepresentations to the OAE.

Respondent did not submit a brief for our consideration.

Analysis and Discipline

Violations of the Rules of Professional Conduct

Following a review of the record, we conclude that the facts contained in the stipulation clearly and convincingly support the finding that respondent violated RPC 1.5(b); RPC 1.7(a)(1); RPC 8.1(a); and RPC 8.4(c).

RPC 1.5(b) provides that, "[w]hen the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated in writing to the client before or within a reasonable time after commencing the representation." Here, respondent – who had not regularly represented Elsayed, Hassan, or W.C. – admittedly failed to provide his clients with the required written communications stating the basis or rate of his fee or scope of the representation, in clear violation of RPC 1.5(b).

As the Court has observed, "[o]ne of the most basic responsibilities incumbent on a lawyer is the duty of loyalty to his or her clients. From that duty issues the prohibition against representing clients with conflicting interests." In re Berkowitz, 136 N.J. 134, 145 (1994) (citations and quotations omitted).

In that vein, RPC 1.7(a) prohibits a lawyer from representing a client if the representation involves a concurrent conflict of interest. RPC 1.7(a)(1) states that a concurrent conflict of interest exists if "the representation of one client will be directly adverse to another client." Pursuant to RPC 1.7(b), however,

"[n]otwithstanding the existence of a concurrent conflict of interest under paragraph (a)," a lawyer may represent a client, if:

> (1) each affected client gives informed consent, confirmed in writing, after full disclosure and consultation;
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> (2) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
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> (3) the representation is not prohibited by law; and
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> (4) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

Here, respondent represented Hassan in connection with his efforts to recoup his purported share of the $125,000 deposit for the purchase of the Hardyston property, despite having represented both Hassan and W.C. in connection with the Hardyston real estate transaction and, further, while concurrently representing W.C. in his divorce action. In particular, respondent attempted to recover, on behalf of Hassan, half of the $125,000 real estate deposit, despite W.C., who was also his client, having a competing interest in the funds. Their respective interests in the funds were inherently adverse to each other and created a significant risk that respondent's representation of each was materially limited by his responsibilities to the other.

Although the conflict of interest involved a real estate transaction, Hassan and W.C. were not buyer and seller in the transaction, which would constitute a non-waivable conflict. See In the Matter of Maria J. Rivero, DRB 14-310 (June 9, 2015) at 25-26 (noting that the interests of the buyer and the seller "are diametrically opposed"), so ordered, 222 N.J. 573 (2015). Thus, to proceed with the concurrent representation of both clients, respondent was required to obtain his clients' written informed consent which he admittedly failed to do. Accordingly, respondent violated RPC 1.7(a)(1).

RPC 8.1(a) prohibits a lawyer from knowingly making a false statement of material fact in connection with a disciplinary matter. Similarly, RPC 8.4(c) prohibits an attorney from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. It is well-settled that a violation of RPC 8.4(c) requires intent. See In the Matter of Ty Hyderally, DRB 11-016 (July 12, 2011).

Here, respondent admitted that he intentionally made false statements to the OAE, in violation of RPC 8.1(a) and RPC 8.4(c), by claimed that W.C. and Hassan had told him that they had jointly formed People Consultors. He later admitted that W.C. and Hassan never identified any business entity that they formed together and, further, that he did not know whether W.C. or Hassan had, in fact, ever established a company for their business venture. Respondent also admitted that he did not see or hear the name People Consultors until he received

Hassan's check in February 2016, which was issued from the People Consultors bank account.

The totality of the circumstances surrounding the disbursement of the funds held in respondent's ATA sub-account #368 call into question the veracity of respondent's statements to the OAE regarding the disbursement of those funds. Respondent stated in his December 2, 2020 reply to the OAE that he "had no reason to believe" that refunding the deposit money to People Consultors "was in any way inappropriate because a significant portion" of the total deposit money being held in escrow "originated from People Consultors LLC." On its face, however, that statement is false. In our view, the record unequivocally establishes that respondent received $46,000 from W.C. and only $26,000 from People Consultors.

Respondent knew that his statement was false and could not serve as the basis for disbursing all funds to People Consultors because he later corrected the assertion that W.C. and Hassan told him that they had jointly formed People Consultors. He further admitted that W.C. and Hassan never identified any business entity that they formed together and that he did not know whether W.C. or Hassan had, in fact, ever established a company for their business venture. Despite the knowledge that no business relationship existed between W.C. and Hassan in connection with People Consultors, respondent disbursed all

escrowed funds to People Consultors without conducting any due diligence to confirm to whom the money should have been disbursed. Respondent's explanation that he believed that Peoples Consultors was "their collective corporation and that they would sort it out from there" fails to reconcile with his subsequent admissions. On these facts, it is clear respondent violated both RPC 8.1(a) and RPC 8.4(c) by lying to the OAE.

In sum, we find that respondent violated RPC 1.5(b); RPC 1.7(a); RPC 8.1(a); and RPC 8.4(c). The sole issue left for our determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

Conduct involving the failure to memorialize the basis or rate of a fee, as RPC 1.5(b) requires, typically results in an admonition. See, e.g., In the Matter of John J. Pisano, DRB 21-217 (January 24, 2022) (admonition for an attorney who failed to set forth, in writing, the basis or rate of the legal fee and concurrently represented a driver and a passenger in an automobile accident matter, prior to liability having been established); In the Matter of Peter M. Halden, DRB 19-382 (February 24, 2020) (admonition for an attorney who failed to set forth in writing the basis or rate of the legal fee and failed to abide by the client's decisions concerning the scope of the representation; in

mitigation, the attorney had no prior discipline in his forty-four years at the bar); In the Matter of Kenyatta K. Stewart, DRB 19-228 (October 22, 2019) (admonition for an attorney who failed to set forth, in writing, the basis or rate of the legal fee, and engaged in a concurrent conflict of interest; in mitigation, the attorney had no prior discipline in his twelve years at the bar); In the Matter of Alan Monte Kamel, DRB 19-086 (May 30, 2019) (admonition for an attorney who failed to provide the client with a writing setting forth the basis or rate of his fee in a collection action, failed to communicate with the client, and failed to communicate the method by which a contingent fee would be determined; in mitigation, we considered the significant passage of time since the attorney's prior, unrelated discipline).

It is well-settled that, absent egregious circumstances or serious economic injury, a reprimand is the appropriate discipline for a conflict of interest. In re Berkowitz, 136 N.J. 134 (1994) (reprimands for two partners for representing opposing clients in a land deal). See also In re Lewinson, 252 N.J. 416 (2022) (reprimand for an attorney who represented a wife in a divorce proceeding, which resulted in a final judgment that required the parties to equally split the proceeds of their marital home; sixteen years later, the attorney represented the wife's former husband, who sought to enforce the terms of the final judgment; the attorney immediately withdrew from the conflicted representation upon the

filing of an ethics grievance; we accorded minimal weight to the attorney's disciplinary history of a reprimand and two terms of suspension, given that the attorney had been without formal discipline for more than twenty years), and In re Drachman, 239 N.J. 3 (2019) (reprimand for an attorney who engaged in a conflict of interest by recommending that his clients use a title insurance company in eight, distinct real estate transactions, without disclosing that he was a salaried employee of that company; there was no evidence of serious economic injury to the clients; the attorney also violated RPC 5.5(a)(1) by practicing law while ineligible to do so; no prior discipline).[17]

Here, although there was the potential for serious economic harm to W.C. as a result of respondent's efforts to secure, on Hassan's behalf, the return of half of the $125,000 deposit W.C. provided, respondent ultimately was unsuccessful in securing those funds, leaving W.C. in no worse of a position. Thus, in view of the lack of demonstrated economic harm to W.C., respondent's RPC 1.7(a) violation warrants a reprimand.

Generally, in matters involving misrepresentations to ethics authorities, the discipline ranges from a reprimand to a term of suspension, depending on the gravity of the offense, the presence of other unethical conduct, and

[17] The additional case cited by the OAE is in accord. See In re Rajan, 237 N.J. 434 (2019) (reprimand for an attorney who engaged in a conflict of interest with a client by investing in a hotel development project spearheaded by an existing client; no prior discipline).

aggravating or mitigating factors. See, e.g., In re Purvin, 248 N.J. 223 (2021) (on a disciplinary stipulation, reprimand for an attorney who misrepresented to the OAE that he had taken the necessary corrective measures to cure his recordkeeping and trust account deficiencies discovered during a random audit; one month later, when the OAE requested proof of his corrective measures, the attorney admitted his misrepresentation, but noted that he since had taken the necessary corrective action; the attorney violated RPC 1.15(a) (failing to safeguard client funds), RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21- 6). and RPC 8.4(c); in mitigation, we considered his unblemished career in twenty-nine years at the bar, and that he stipulated to his misconduct); In re Clemente, 241 N.J. 489 (2020) (on a disciplinary stipulation, reprimand for an attorney who informed the OAE, following a random audit, that he had corrected all of the deficiencies when, in fact, he had not done so, in violation of RPC 8.1(a); the attorney also entered into an improper business transaction with a client without having obtained his client's informed consent, in violation of RPC 1.8(a); no prior discipline in thirty-eight years at the bar); In re Maziarz, 238 N.J. 476 (2019) (on a disciplinary stipulation, reprimand for attorney who misrepresented to the OAE that he had corrected deficiencies uncovered during an OAE audit of his attorney trust and business accounts; the attorney failed to comply with the recordkeeping requirements (RPC 1.15(d)),

and negligently misappropriated client funds (RPC 1.15(a)); the attorney also failed to cooperate with the underlying investigation (RPC 8.1(b)); in mitigation, the attorney had no prior discipline in forty-two years at the bar; he stipulated to his misconduct, which saved valuable resources; and he faced medical challenges associated with having suffered two strokes, which affected his ability to practice law); In re Otlowski, 220 N.J. 217 (2015) (censure for an attorney who made misrepresentations to the OAE and the client's lender by claiming that funds belonging to the lender, which had been deposited in the attorney's trust account, were frozen by a court order; to the contrary, they had been disbursed to various parties; the attorney also made misrepresentations on an application for professional liability insurance, in violation of RPC 8.4(c); we had recommended that the attorney receive a three-month suspension; no prior discipline); In re Brown, 217 N.J. 614 (2014) (three-month suspension, in a default matter, for an attorney who made false statements to a disciplinary authority; failed to keep a client reasonably informed about the status of the matter; charged an unreasonable fee; failed to promptly turn over funds; failed to segregate disputed funds; failed to comply with the recordkeeping rule; and failed to cooperate with disciplinary authorities).[18]

[18] The additional cases cited by the OAE are in accord. See In re Sunberg, 156 N.J. 369 (1998) (reprimand for an attorney who created a phony arbitration award to mislead his partner (violation of RPC 8.4(c)); lied to the OAE about the arbitration award (violation of RPC 8.1(a) and RPC

Here, respondent's misconduct is akin to that of the attorneys in Purvin, Clemente, and Maziarz, who were reprimanded. However, unlike those attorneys, who had no prior discipline, respondent has a prior reprimand for misconduct that occurred at the same time as the misconduct underpinning this matter.

By contrast, respondent lacks the aggravating factors found in Brown, including failure to cooperate with disciplinary authorities, as well as other significant RPC violations, which resulted in that attorney receiving a three-month suspension.

In our view, standing alone, respondent's violations of RPC 1.5(b) and RPC 1.7(a) warrant a reprimand. His false statements to the disciplinary authorities, in violation of RPC 8.1(a) and RPC 8.4(c), warrant enhancement of that quantum of discipline. Accordingly, based on the foregoing disciplinary precedent, we conclude that the baseline discipline for the totality of

8.4(c)); and failed to consult with his client before dismissing her claims (violation of RPC 1.2(a)); mitigating factors included the passage of ten years since the occurrence, the attorney's unblemished disciplinary record, his numerous professional achievements and his pro bono contributions), and In re Homan, 195 N.J. 185 (2008) (censure for an attorney who fabricated a promissory note reflecting a loan to him from a client, forged the signature of the client's attorney-in-fact, and gave the forged note to the OAE during the investigation; extremely compelling mitigation included impeccable forty-year professional record, the legitimacy of the loan transaction listed on the forged note and the fact that the attorney fabricated the note based on his panic and embarrassment for failing to prepare the note contemporaneously with the loan.

respondent's misconduct is a censure. To craft the appropriate discipline, we also consider aggravating and mitigating factors.

In aggravation, respondent was reprimanded in January 2020 in connection with Abdellah I. Although the majority of the misconduct underpinning the instant matter occurred throughout 2016, respondent's false statements to the OAE occurred in December 2020, via his initial reply to the grievance, nearly one year after he was disciplined in connection with Abdellah I.

In mitigation, respondent cooperated with the OAE's investigation, admitted his wrongdoing, and entered into the present disciplinary stipulation, thereby accepting responsibility for his misconduct and conserving disciplinary resources.

Conclusion

On balance, finding the aggravating and mitigating factors in equipoise, we determine that a censure remains the appropriate quantum of discipline to protect the public and preserve confidence in the bar.

Member Campelo voted to impose a three-month suspension.

Member Petrou voted to impose a reprimand.

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
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Hassen I. Abdellah
Docket No. DRB 24-007

Argued: February 15, 2024

Decided: June 20, 2024

Disposition: Censure

Members	Three-Month Suspension	Censure	Reprimand
Gallipoli		X	
Boyer		X	
Campelo	X		
Hoberman		X	
Joseph		X	
Menaker		X	
Petrou			X
Rivera		X	
Rodriguez		X	
Total:	1	7	1

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