SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 24-130
District Docket No. XIV-2022-0443E

In the Matter of Jason R. Carpenter
An Attorney at Law

Argued
July 25, 2024

Decided
December 2, 2024

Hillary K. Horton appeared on behalf of the
Office of Attorney Ethics.

Respondent appeared pro se.

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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 motion for reciprocal discipline filed by the Office of Attorney Ethics (the OAE), pursuant to R. 1:20-14(a), following the Supreme Court of Pennsylvania's issuance of a December 15, 2022 order suspending respondent, on consent, for eighteen months.

The OAE asserted that, in the Pennsylvania matter, respondent was found to have violated the equivalents of New Jersey RPC 1.1(a) (two instances – gross neglect); RPC 1.2(a) (failure to abide by the client's decisions concerning the scope and objectives of representation); RPC 1.3 (two instances – lack of diligence); RPC 1.4(b) (two instances – failure to keep a client reasonably informed about the status of a matter and to comply with reasonable requests for information); RPC 1.4(c) (failure to explain a matter to the extent reasonably necessary to permit the client to make informed decisions about the representation); RPC 1.15(a) (negligent misappropriation of client funds); RPC 1.15(b) (failure to promptly disburse funds); RPC 1.15(c) (failure to segregate property in which both the attorney and another party have an interest until there is an accounting; failure to hold a disputed fee separate until resolution of the dispute); RPC 1.15(d) (failure to comply with the recordkeeping requirements

of R. 1:21-6); RPC 1.16(d) (failure to protect the client's interests upon termination of representation); RPC 4.2 (improper communication with a person represented by counsel); RPC 5.1(a) (two instances – failure to supervise another lawyer); RPC 5.3(a) (failure to supervise nonlawyer staff); RPC 8.4(a) (violation of the Rules of Professional Conduct); RPC 8.4(c) (conduct involving dishonesty, fraud, deceit, or misrepresentation); and RPC 8.4(d) (conduct prejudicial to the administration of justice).

For the reasons set forth below, we determine to grant the motion for reciprocal discipline and conclude that a three-month suspension is the appropriate quantum of discipline for respondent's misconduct.

Ethics History

Respondent earned admission to the New Jersey bar in 2016 and to the Pennsylvania bar in 2015. At the relevant time, he maintained a practice of law in Harrisburg, Pennsylvania.

Respondent has no disciplinary history in New Jersey.

Facts

The following facts are derived from the October 28, 2022 Joint Petition in Support of Discipline on Consent (the Joint Petition) entered into by

respondent and the Pennsylvania Office of Disciplinary Counsel (the ODC).

The Shultz Matter

The Divorce Complaint

Jerrith Shultz retained respondent to represent him in matrimonial proceedings against Verna Shultz.[1] On August 27, 2018, on behalf of Jerrith, respondent filed a complaint for divorce against Verna in the Court of Common Pleas of York County, Pennsylvania. On September 14, 2018, Verna's attorney, Trudy A. Marietta Mintz, Esq., signed an Acceptance of Service on Verna's behalf and returned it to respondent. Respondent, however, failed to file the original Acceptance of Service with the court.

More than one year later, on December 5, 2019, the Shultzes signed a Marriage Settlement Agreement (the MSA). Thereafter, respondent drafted a Waiver of Notice of Intention to File Praecipe to Transmit Record (the First Praecipe), which included a proposed divorce decree referencing the MSA. On December 19, 2019, respondent filed the First Praecipe and transmitted the record to the court for the issuance of a final decree of divorce.

However, by letter dated December 26, 2019, the court informed

[1] Because the Shultzes share a last name, we refer to the parties by their first names to avoid any confusion. No disrespect is intended by the informality.

respondent that it could not issue the divorce decree because of defects in the First Praecipe. The letter also informed him that he would need to file a new Praecipe, correcting the defects, before the court would issue the divorce decree. The letter cautioned respondent to "make sure that the information contained in the new Praecipe is correct" before he filed it.

The court attached to its letter a Notice to the Prothonotary, dated December 26, 2019 and filed on January 2, 2020, setting forth the following deficiencies: (1) the Acceptance of Service Mintz had signed was contrary to Pa.R.C.P. 402(b);[2] (2) the first paragraph of both Jerrith and Verna's Affidavits of Consent failed to include the date respondent had served the divorce complaint; (3) the wrong box was checked on the First Praecipe because no settlement agreement had been filed that the court could incorporate into the divorce decree; and (4) once respondent cured the defects, he was required to file an amended Praecipe.

On January 13, 2020, Mintz filed a Supplementary Acceptance of Service of the Complaint. Mintz explained that, on September 14, 2018, she had signed an original Acceptance of Service but that it did not appear on the docket. She attached a copy of the original Acceptance of Service to her Supplementary

[2] Pa.R.C.P. 402(b) permits a defendant or their authorized agent to accept service by filing a separate document in a specific format.

Acceptance. On January 27, 2020, respondent filed an Affidavit of Service of Praecipe to Transmit Record to the Court and submitted an amended record in support of a final divorce decree. One week later, on February 3, 2020, respondent filed an Amended Waiver of Notice of Intention to File Praecipe to Transmit Record (the Amended Praecipe).

By letter dated February 5, 2020, the court again rejected respondent's amended filing for the same reasons it had rejected his first filing. The court attached another Notice to the Prothonotary, which was filed on February 6, 2020, stating that the original Acceptance of Service and Supplementary Acceptance of Service both failed to comply with Pa.R.C.P. 402(b) and failed to state that counsel for Verna was authorized to accept service; that the Amended Praecipe contained incorrect execution dates for both Jerrith and Verna's Affidavits of Consent; and that the Amended Praecipe contained an incorrect filing date for Verna's Waiver of Notice. The notice directed respondent to file a Second Amended Praecipe to Transmit Record once he cured the defects.

As a result of the defects in respondent's earlier filings, he was required to reinstate the original divorce complaint he had filed on August 27, 2018. Consequently, on March 16, 2020, respondent filed a complaint to reinstate the Shultz divorce. As a result of respondent having filed another complaint for

divorce, new counsel[3] waited ninety days to file a Praecipe to Transmit the Record with the Court, instead of filing a Praecipe to Reinstate the Complaint.

On July 8, 2020, respondent filed a Waiver of Defects on behalf of Jerrith, in which Jerrith waived all defects in service of process. However, respondent failed to serve Mintz with a copy of the waiver.

On July 17, 2020, respondent filed a Second Amended Praecipe to Transmit Record to the Court, along with a Second Amended Record. By letter dated August 7, 2020, the court rejected respondent's third filing because of its defects. The court, in its letter, again cautioned respondent to ensure the information in the new Praecipe was correct before he filed it. Attached to the court's letter was a Notice to the Prothonotary, which was filed on August 10, 2020, stating that the waiver of defects in service must be signed by Verna, not Jerrith; that the first paragraph of Verna's Affidavit of Consent contained the incorrect filing date; and, once he cured the defects, respondent was required to file a Third Amended Praecipe to Transmit Record.

Ultimately, on August 24, 2020, Mintz filed the Third Amended Praecipe to Transmit Record and, three days later, the Honorable Joseph C. Adams signed the divorce decree.

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[3] It is not clear from the record before us who retained new counsel, as both respondent and Mintz were involved in the Shultz divorce after this date.

Child Custody Complaint

Apart from the Shultz divorce complaint, on August 27, 2018, on behalf of Jerrith, respondent filed a complaint for child custody against Verna. Three months later, on November 29, 2018, the Shultzes signed a Stipulation and Agreement for Custody. On December 3, 2018, respondent filed a motion with the court requesting that it adopt the stipulation and custody agreement.

By order dated December 19, 2018, the Honorable Andrea Marceca Strong denied respondent's motion for failing to comply with York County Rules of Civil Procedure and Pa.R.C.P. 1915.3-2.[4]

Consequently, on March 18, 2019, respondent filed a second motion concerning child custody and, by order dated March 25, 2019, Judge Marceca Strong adopted the stipulation and agreement for child custody.

Marital Settlement Agreement

On October 11, 2019, the Shultzes sold their marital home and received a $31,695.61 settlement check. They agreed that the title company would mail the check to respondent, who would hold it in an escrow account until the MSA was finalized. However, when he received the settlement check, rather than deposit

[4] Pa.R.C.P. 1915.3-2 requires parties serving complaints for custody in a divorce matter to include a verification regarding any criminal record or abuse history of that party in a form set forth by the rule.

it in an escrow account, respondent maintained it at his law office.

The MSA specifically provided that not only would respondent hold the check in trust but that he would disburse the funds to the Shultzes. The MSA also stated that the Shultzes "acknowledge receipt of funds from the trust account of Attorney Jason Carpenter . . . to wit, $20,001.29 to Jerrith Shultz and $11,694.32 to Verna Shultz, in hand contemporaneously with the signing of the Marital Settlement Agreement."

On December 5, 2019, respondent met with Jerrith, Verna, and Mintz at his office, at which time the Shultzes executed the MSA. During the meeting, respondent stated that he was not going to write a check to Verna that day, and that "it would be mailed to her." Mintz told respondent that she and Verna were not going to leave without "funds in hand," as the MSA contemplated. Consequently, respondent issued an $11,694.32 check to Verna from his Interest on Lawyer Trust Account (IOLTA) and gave it to Mintz.

Mintz knew that respondent had not deposited the settlement check in his IOLTA because she saw the check on his desk. Therefore, Mintz told respondent that Verna would not accept the IOLTA check because the Shultzes had not endorsed the back of the settlement check to make it payable to respondent; respondent had not deposited the check in his IOLTA; respondent had not transferred settlement funds from his IOLTA to his operating account; and

respondent had not written Verna a check from his operating account.

To ensure her client left with the real estate proceeds, as set forth in the MSA, Mintz agreed to allow respondent to issue a check to Verna from his operating account, deposit the settlement check in his IOLTA, and transfer the funds to his operating account when they cleared his IOLTA. Mintz further agreed that she would contact respondent before Verna negotiated the check, to ensure the funds had been transferred and, only then, Verna would negotiate the check respondent had issued from his operating account. Accordingly, respondent issued Verna a check from his operating account.

Respondent, however, failed to have the Shultzes endorse the settlement check and, consequently, did not deposit that check in his IOLTA. On December 10 and 11, 2019, Mintz sent e-mails to respondent inquiring whether he had transferred the settlement funds from his IOLTA to his operating account sufficient to cover the check he had issued to Verna. On December 11, 2019, respondent replied to Mintz, via e-mail, and explained that he was "attempting to deposit the settlement check" in his IOLTA and would reissue a check when the funds cleared. Subsequently, respondent informed Mintz that he could not deposit the settlement funds in his IOLTA or issue checks from his operating account to Jerrith or Verna. He stated that "the only course of action [he] would approve" would be for the Shultzes to pick up the settlement check from his

office, jointly cash the check, and split the settlement funds on their own. The next day, the Shultzes traveled to respondent's law office, picked up the settlement check, jointly cashed it, and divided the funds on their own.

In the Joint Petition, respondent admitted that his conduct in the Shultz matter violated the equivalents of New Jersey RPC 1.1(a); RPC 1.3; RPC 1.15(a); RPC 1.15(b); RPC 1.15(c); and RPC 8.4(a).[5]

The Patterson Matter

Leeanna Patterson is the mother of two minor children. Dorothy and Wade Patterson are Leeanna's parents.[6] Dorothy and Wade retained respondent to represent them in seeking full custody of Leeanna's children.

On November 22, 2019, respondent filed a complaint for custody against Leeanna in the Court of Common Pleas of Huntingdon County. On December 4, 2019, the Honorable George N. Zanic, President Judge, signed an order scheduling a pretrial conference for January 27, 2020, and the court sent Leeanna a copy of the scheduling order. When she received the scheduling order, Leeanna contacted her attorney, Jennifer B. Habel, Esq., who, in turn, contacted

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[5] Specifically, in the Shultz matter, respondent admittedly violated Pa. RPC 1.1; Pa. RPC 1.3; Pa. RPC 1.15(b); Pa. RPC 1.15(e); Pa. RPC 1.15(f); Pa. RPC 8.4(a); and Pa. R.D.E. 219(d)(1)(V) via Pa. R.D.E. 203(b)(3).

[6] Because the Pattersons share a last name, we refer to the parties by their first names to avoid any confusion. No disrespect is intended by the informality.

the court to receive a copy of the custody complaint. On January 16, 2020, Habel entered her appearance, on Leeanna's behalf, in the custody matter.

During the January 27, 2020 pretrial conference, at which Habel appeared, respondent admitted that he had not served Leeanna with a copy of the complaint for custody. Subsequently, Judge Zanic entered an order granting Leeanna primary physical custody of her two children, "subject to [a] period of partial custody" with Dorothy and Wade. Judge Zanic scheduled argument and a custody hearing for April 13, 2020. The hearing was later adjourned to July 2, 2020, due to the COVID-19 pandemic.

Prior to the hearing, respondent drafted a stipulation for custody that provided Leeanna would retain primary custody of her two children and granted Dorothy and Wade "specified periods of partial custody." Although the stipulation included signature lines for Dorothy and Wade, respondent as their attorney, and Leeanna, respondent omitted a signature line for Habel as Leeanna's attorney. Thereafter, respondent sent a copy of the stipulation to Dorothy and Wade for their signature and instructed them to forward the document to Leeanna for her signature. Respondent did not seek Habel's permission to communicate with Leeanna through Dorothy and Wade, even though he knew Leeanna was represented by counsel.

On June 28, 2020, Dorothy, Wade, and Leeanna executed and notarized

the stipulation. Dorothy and Wade returned the signed stipulation to respondent. Respondent, however, failed to provide a copy of the signed stipulation to Habel.

On June 29, 2020, respondent contacted the Huntingdon County Court to request that it remove the July 2, 2020 hearing from the calendar because the parties had executed the stipulation. When questioned whether Habel had consented to the adjournment, respondent informed court staff that he had not spoken with her and that she was unaware of the stipulation. Accordingly, court staff directed respondent to speak with Habel and to inform her of the stipulation. Following his conversation with the court, respondent contacted Habel at approximately 11:00 a.m. that day and told her there was no need for the July 2, 2020 hearing because the parties had signed a stipulation. Habel requested a copy of the signed stipulation, which respondent sent to her, via e-mail, at 2:08 p.m. that same date.

Less than three hours later, Habel sent an e-mail to respondent, with a copy to court staff and Judge Zanic's chambers, indicating that (1) she received a copy of the signed stipulation and, after discussing it with Leeanna, determined that Leeanna "didn't fully comprehend what she signed," (2) she anticipated making changes to the stipulation, and (3) she did not consent to removing the July 2, 2020 hearing from the court's calendar. Respondent replied to Habel's e-mail the next day, with a copy to court staff and Judge Zanic's chambers,

falsely claiming that he had contacted the court only to determine the procedure in Huntingdon County to cancel a hearing.

Based on his conduct in the Patterson matter, in the Joint Petition, respondent admitted that he violated the equivalent of New Jersey RPC 1.1(a); RPC 1.3; RPC 4.2; RPC 8.4(a); RPC 8.4(c); and RPC 8.4(d).[7]

The Sangrey Matter

Respondent was the managing partner of the Law Office of Jason R. Carpenter (the Firm) and employed staff and associate attorneys. On June 25, 2019, the Firm sent Carolyn Sangrey a fee agreement, which provided that Sangrey was retaining the Firm to represent her in "a divorce and matters related to the equitable distribution of property," and that the Firm's legal fee was an initial $4,000 non-refundable retainer, with an hourly rate of $300. The next day, Sangrey paid the $4,000 retainer and, on June 27, 2019, she electronically signed the fee agreement. Respondent assigned Kristin Elizabeth Jacquis, Esq., a Firm associate, to handle Sangrey's matrimonial matter.

On August 1, 2019, on behalf of Carolyn,[8] Jacquis served a divorce

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[7] Specifically, in the Patterson matter, respondent admittedly violated Pa. RPC 1.1; Pa. RPC 1.3; Pa. RPC 4.2; Pa. RPC 8.4(a); and Pa. RPC 8.4(c); and Pa. RPC 8.4(d).

[8] Because the Sangreys share a last name, we refer to the parties by their first names to avoid any confusion. No disrespect is intended by the informality.

complaint and notice to defend on Thomas, Carolyn's husband. However, Jacquis failed to file the complaint and notice with the Court of Common Pleas of Dauphin County. On October 7, 2019, Carolyn sent the Firm an e-mail terminating the representation and requesting that respondent return her client file and refund her retainer fee. Throughout the next month, Carolyn sent an additional five e-mails to the Firm requesting that respondent refund her retainer fee and return her client file.

Finally, on November 7, 2019, respondent's legal assistant sent Carolyn an e-mail stating that respondent was out of town, that the Firm was attempting to assemble her file, and that she could come to the office on November 11, 2019 to pick up her file and a refund check. Accordingly, on November 11, 2019, respondent issued a check from his IOLTA, in the amount of $3,638.75, with the notation "refund of retainer." Respondent also issued a $361.25 check from the loan payment account for the Firm, with the notation "refund of sweep retainer," representing a refund for work the Firm completed but Carolyn had not approved.[9]

Carolyn deposited the $361.25 check in her bank account; however, on November 22, 2019, her bank returned the check as unpaid due to insufficient

[9] Respondent failed to list both accounts on his annual registration form, as required by Pa.R.D.E. 219(d)(1)(v).

funds and charged her a $20 return fee. On November 27 and December 11, 2019, Carolyn sent respondent e-mails requesting that he reissue her the $361.25 check, as well as reimburse her the $20 return fee. It was not until December 18, 2019, that respondent issued Carolyn a $381.25 check from his loan payment account.

Based on his conduct in the Sangrey matter, in the Joint Petition, respondent admitted that he violated the New Jersey equivalents of RPC 1.1(a); RPC 1.3; RPC 1.15(a); RPC 1.16(d); RPC 5.1(a); RPC 8.4(a); and RPC 8.4(c).[10]

The D.S. Matter

On September 20, 1998, D.S. and K.S. were married.[11] D.S. was a registered nurse and K.S. had been a Pennsylvania State Trooper who earned approximately four times more income than D.S. earned annually. K.S. had a 401K, a pension from the State of Pennsylvania, and a pension from a local police department. In December 2019, after twenty-one-years of marriage, K.S. requested a divorce from D.S. and asked her to move out of the marital home as soon as possible.

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[10] Specifically, in the Sangrey matter, respondent admittedly violated Pa. RPC 1.1; Pa. RPC 1.3; Pa. RPC 1.15(b); Pa. RPC 1.16(d); Pa. RPC 5.1(a); Pa. RPC 8.4(a); RPC 8.4(c); and Pa. R.D.E. 219(d)(1)(V) via Pa. R.D.E. 203(b)(3).

[11] Due to the reference of abuse, initials are being used to provide anonymity to the victim.

On December 4, 2019, D.S. met with respondent about representation in her pending divorce. During the meeting, respondent provided D.S. with a "Legal Representation Flat Fee Agreement," which stated that the Firm would provide legal representation for "Divorce Representation" and "equitable distribution of economic matters between the parties by marital separation agreement," but excluded work regarding motions, hearings, and the appointment of a divorce master. Respondent charged D.S. a $4,000 nonrefundable retainer, which he deemed earned upon D.S. signing the retainer agreement. Respondent's hourly rate was $250. The same date as the meeting, D.S. paid respondent $4,000 toward the representation.

Following the meeting, respondent's office manager created a "Spousal Support Form," wherein she noted that (11) D.S. had been "sexually abused in the past;"[12] (2) D.S. suffers from post-traumatic stress disorder (PTSD); (3) K.S. was "constantly telling her to move out;" (4) D.S. "works, but husband makes 4 times as much as her;" and (5) D.S. "would like to file for divorce, support, and write up an MSA."

Approximately one month later, on January 10, 2020, D.S. sent respondent a list of terms that she and K.S. had agreed upon for inclusion in the MSA, including that their date of separation was December 2, 2019, and that the MSA

[12] There is no indication in the record that K.S. was the individual who sexually abused D.S.

was prepared on December 18, 2019, and amended on December 30, 2019. The other provisions included that D.S. and K.S. each waived any claim they may have against the other for "alimony, support, and alimony pendente lite," waived any right to "receive any pension or retirement account that is in his or her spouse's name," and that K.S. agreed to pay D.S. $150,000 from the deferred compensation plan he had with the Pennsylvania State Police.

Even though D.S. would sporadically send respondent the list of terms for the MSA, she also would contact the Firm to request clarification of the terms of the MSA, the status of drafting of the MSA, and assistance with promptly receiving the agreed upon $150,000 from K.S.'s deferred compensation plan so that she could use the funds as a down payment on a new home.

On January 14, 2020, respondent filed a complaint for divorce, on behalf of D.S., in the Court of Common Pleas of York County. However, on February 10, 2020, respondent withdrew his appearance in the matter and a Firm associate, Matthew A. Thomsen, Esq., entered his appearance on D.S.'s behalf.

At some point, respondent, Thomsen, and Firm staff drafted an MSA on D.S.'s behalf. The MSA stated that D.S. transferred her legal and equitable interest in the marital home to K.S. on the condition that K.S. agreed to split the proceeds of the home when it was sold. However, the MSA failed to include a disclosure of assets; a valuation or itemization of the couple's assets; a

description of their pension plans; an expert valuation of K.S.'s pension with the State Police (for which he had more than twenty years of service) and the local police department (for which he had eight years of service); or a prohibition against K.S. acquiring any liens on the martial home. The MSA also stated that D.S. had retained and received "advice and counsel" from "Jason R. Carpenter, Esq. with the Law Office of Jason R. Carpenter." On February 17, 2020, Thomsen sent D.S. the MSA, which she and K.S. executed on March 3, 2020. Neither D.S. nor K.S. filed the MSA with the Prothonotary of any court.

On March 3, 2020, D.S. sent an e-mail to the Firm, stating that she was terminating the representation and requesting a refund of respondent's unearned fee. She explained that she believed there would be a "decent amount to be returned" because she and K.S. "drew up [their] own MSA contract" and respondent merely had put it into a legal format. Two hours later, at 8:15 p.m., D.S. received an e-mail from the Firm stating that it had no objection to refunding the balance of D.S.'s retainer but requesting an opportunity to speak with her about why she was terminating the representation. It is not clear from the record who, on behalf of the Firm, sent D.S. the reply e-mail.

On April 7, 2020, D.S. again sent an e-mail to the Firm stating that it had been over three weeks since she terminated the representation and that she had not yet received a refund of her retainer fee. D.S. reminded respondent that she

and K.S. had prepared the MSA and disputed respondent's charges for a free consultation, work that the Firm did not do on the MSA, and the corrections respondent had to make to his own misspellings of D.S.'s middle name. Accordingly, D.S. explained that she believed respondent had "overcharged" her and reiterated her request that he refund the remaining balance of the retainer, as well as reimburse her for the improper charges. On April 20, 2020, respondent refunded D.S. $1,488.25.

On June 3, 2020, K.S. filed a complaint for divorce against D.S. in the Court of Common Pleas of Dauphin County. Six days later, D.S. filed an Entry of Appearance of a Self-Represented Party and a Praecipe to Withdraw Complaint in Divorce in York County. On December 18, 2020, D.S. moved out of the marital home.

One year later, on December 2, 2021, Elizabeth Baron Stone, Esq., entered an appearance, on behalf of D.S., in the Dauphin County divorce matter. On February 7, 2022, Stone filed a motion to set aside the MSA, alleging that, in September 2017, D.S. had suffered a traumatic brain injury (TBI) at work; in January 2018, D.S. was diagnosed with PTSD; and, in February 2019, D.S. had reinjured the same area of her brain.

Stone also argued that the MSA was "unconscionable" because respondent had failed to provide D.S. with any information or advice regarding her waiver

of protected rights of "Equitable Distribution under the Divorce Code." Finally, Stone requested that the court set aside the MSA, asserting that, when D.S. signed it, she was still living in the marital home, "under undue influence of her husband, financially intimidated, and suffering from TBI and mental stress."

On February 28, 2022, K.S. filed an answer to the amended motion indicating that the MSA "was provided by Wife through Wife's Counsel, for signature by Husband," and denied that D.S. did not have the benefit of legal counsel. K.S. added that D.S. had provided respondent with the terms and conditions she wanted in the MSA and that respondent had prepared the MSA, citing language in the MSA that D.S. received advice from respondent and was aware of K.S.'s financial situation.

In her reply to K.S.'s answer, D.S. denied that respondent or the Firm had reviewed the MSA with her "prior to, during, or at the time of signature, despite her repeated questions in emails regarding the content and the answer of information in the document regarding Husband's pensions." Stone also alleged that neither respondent nor anyone from the Firm advised D.S. about the contents of the MSA or its implications and, further, had failed to inform D.S. of her legal and marital interests in K.S.'s pensions. The court ultimately scheduled a hearing on the motion to set aside the MSA for July 22, 2022. The record before us does not contain information as to whether D.S.'s motion was

granted.

Based on his conduct in the D.S. matter, respondent admitted in the Joint Petition that he violated the New Jersey equivalents of RPC 1.3; RPC 1.4(b) (two instances); RPC 1.16(d); and RPC 8.4(a).[13]

The J.W. Matter

On April 3, 2019, J.S.[14] pled guilty to aggravated assault and was sentenced to a three- to six-year term of incarceration. In May 2021, J.S. was released from prison and placed on parole. Upon his release, he resided in his mother's home. His girlfriend, J.W., frequently stayed with him at his mother's home.

In August 2021, three months after his release from prison, J.S. and J.W. had a domestic violence incident regarding J.S.'s alleged infidelity. However, they remained in a relationship until November 2021. After the relationship ended, J.W. left her personal belongings at J.S.'s mother's home.

J.W. previously had contacted her local police department, along with local social services agencies, regarding J.S.'s abusive conduct. Nevertheless,

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[13] Specifically, in the D.S. matter, respondent admittedly violated Pa. RPC 1.3; Pa. RPC 1.4(a)(3) and (4); Pa. RPC 1.16(d); and Pa. RPC 8.4(a).

[14] Due to the reference of abuse, initials are being used to provide anonymity to the victim.

on December 10, 2021, J.S. filed a Protection from Abuse (PFA) complaint against J.W. in the Court of Common Pleas of Dauphin County. The court scheduled a hearing on the PFA complaint for December 22, 2021.

In the interim, on or before December 16, 2021, J.W. contacted the Firm and explained that she needed representation to defend against the PFA matter and, further, wanted to file a cross-PFA complaint against J.S., claiming that she was in imminent danger of substantial bodily harm by him. J.W. provided respondent with information to support her defense in the PFA matter, including that another individual had an active PFA against J.S., that he has a criminal history of violent crime, and that he continued to send her text messages demonstrating that he wanted to continue his relationship with her and was not afraid of her. The Firm sent J.W. a fee agreement that stated that respondent's retainer fee was $2,500. Firm staff memorialized the conversation via intake notes, documenting that J.W. "was in an abusive relationship, the abuser is trying to get a PFA against" her.

On December 16, 2021, J.W. paid respondent $2,500 toward the representation. Respondent assigned the matter to his associate, Joseph D'Annunzio, Esq., who instructed J.W. to send the firm's paralegal, Sarah Dorwart, the PFA pleadings she had received. J.W. complied with D'Annunzio's request that day; in addition, from December 17 through December 21, 2021,

J.W. provided D'Annunzio with text messages, screen shots, and social media posts for use in her defense against J.S.'s PFA, and to file a cross-PFA against J.S. Despite having provided information in support of a cross-PFA complaint against J.S., D'Annunzio failed to explain to J.W. why he believed he could not file a cross-PFA. The Joint Petition stated that, if "this matter would proceed to a hearing, Respondent would testify that he believed D'Annunzio had explained why he could not file a PFA complaint on behalf of [J.W.]."

On December 22, 2021, D'Annunzio, Dorwart, and J.W. went to court for the PFA hearing, and the court continued the matter until January 19, 2022. On January 3, 2022, J.W. sent Dorwart an e-mail requesting that the Firm subpoena A.W. to testify in the PFA hearing, noting that A.W. was J.S.'s former girlfriend and had an active PFA against him.

The next day, J.W. sent an e-mail to Dorwart questioning whether the Firm could assist her with obtaining her belongings from J.S.'s mother's home. Dorwart informed J.W. that the Firm usually waited "until after the PFA" and would arrange for a constable to be present with her.

On January 7, 2022, J.W. provided the Firm with J.S.'s social media posts wherein he was "bragging about cocaine and cheating." Dorwart replied to J.W.'s e-mail, stating "[w]ow. I added these to the file and printed them to bring with us to the PFA Hearing."

On January 18, 2022, the Firm informed J.W. that D'Annunzio was not available to attend the PFA hearing, but that Kathleen Gadalla, Esq., would attend. That same date, Gadalla contacted J.W. to discuss the case. During the conversation, J.W. told Gadalla she did not believe there was a factual basis for J.S.'s PFA and, again, provided the name and contact information for A.W. She also requested that Gadalla file a cross-PFA against J.S. and stressed the need for help in obtaining her belongings from J.S.'s mother's home. J.W. also agreed to send Gadalla the information she previously had provided to D'Annunzio and did so that day.

The next day, J.W. appeared in court with Gadalla for the hearing on J.S.'s PFA complaint. During the hearing, Gadalla did not introduce into evidence J.S.'s social media posts about drug use and infidelity; did not present A.W.'s testimony or any evidence that J.S. had other PFAs entered against him; and did not introduce the text messages J.S. had sent to J.W. that would have demonstrated that he was not afraid of her and wanted to resume their relationship. The court, ultimately, ruled in favor of J.S. and issued a six-month PFA order against J.W.

Following the hearing, Gadalla failed to inform J.W. that she had thirty days to appeal the entry of the PFA order. The Joint Petition stated that if "this matter would proceed to a hearing, Respondent would testify that he believed

Gadalla had informed J.W. of her appellate rights."

Nevertheless, two days later, on January 21, 2022, J.W. sent an e-mail to Dorwart explaining that she did not understand why the court entered a PFA against her and requested that respondent contact her. On February 4, 2022, J.W. sent an e-mail to Dorwart indicating that Gadalla said she would assist her with filing a cross-PFA against J.S. Three days later, on February 7, 2022, J.W. sent Dorwart another e-mail, this time explaining that the Firm had told her it would assist with retrieving her belongings. The next day, J.W. sent Dorwart an e-mail requesting a copy of the PFA order because she never received it.

On February 25, 2022, J.W. sent an e-mail to Dorwart stating that J.S. had contacted her, despite having a PFA against her. She expressed fear because J.S. had "five violent felonies, almost killed a man [sic] put him in a coma for 4 months. I have zero protection." J.W. wrote that respondent had agreed to help her if J.S. contacted her, but that respondent was not returning her telephone calls. J.W. added that she still had not received a copy of the PFA order from the Firm. She also requested an itemized bill.

Later that day – more than one month after the PFA hearing – Amy Sunday, the Firm's operations manager, sent an e-mail to J.W., attaching the PFA order, along with a separate order assessing costs which were due on May 19, 2022. Sunday explained that she sent J.W. an itemized bill in a separate e-

mail. In reply, J.W. asked several questions, including: "[w]hat ever happened to me being able to gather my personal belongings from plaintiff's residence;" "is there a reason that it took this long to receive this information from [respondent's] office;" "why was I never notified of my options to have this over turned;" and "what happens in the event that I can not afford to pay the court cost?" The record before us does not contain any information regarding whether respondent replied and, if so, what he told J.W.

Based upon his conduct in the J.W. matter, respondent admitted, in the Joint Petition, that he violated the equivalent of New Jersey RPC 1.1(a); RPC 1.2(a); RPC 1.3; RPC 1.4(b) (two instances); RPC 1.4(c); RPC 5.1(a); RPC 5.3(a); and RPC 8.4(a).[15]

Recordkeeping Deficiencies

Respondent maintained four accounts at M&T Bank – an IOLTA; an operating account; a loan payment account; and a new checking account. Occasionally, he would transfer funds from his operating or loan payment accounts to his IOLTA, which he admitted resulted in commingling personal

[15] Specifically, in the J.W. matter, respondent admittedly violated Pa. RPC 1.1; Pa. RPC 1.2(a); Pa. RPC 1.3; Pa. RPC 1.4(a)(3) and (4); Pa. RPC 1.4(b); Pa. RPC 5.1(a); Pa. RPC 5.3(a); and Pa. RPC 8.4(a).

funds with client funds. Additionally, respondent deposited personal funds in his IOLTA "in excess of funds necessary to pay service charges on the account."

Furthermore, on November 11, 2019, respondent wrote a $361.25 check from his loan payment account to Sangrey, representing a refund of her retainer fee; however, four days later, M&T Bank returned the check for insufficient funds. Approximately two months later, on January 20, 2020, in an unrelated matter, respondent wrote a $421.25 check to the Dauphin County Prothonotary; nine days later, M&T Bank returned the check for insufficient funds. Similarly, on February 4, 2020, less than one week after M&T Bank returned the second check for insufficient funds, respondent wrote a check for an unknown amount to the Dauphin County Prothonotary; six days later, M&T Bank returned the check for insufficient funds.

Similarly, from June 1, 2019 through June 24, 2021, respondent failed to perform required monthly three-way reconciliations of his IOLTA and failed to "preserve copies of [his] computations sufficient to prove compliance" with Pennsylvania RPC 1.15(c)(4).[16] However, the monthly three-way reconciliations

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[16] Pa. RPC 1.15(c)(4) states: "A regular trial balance of the individual client trust ledgers shall be maintained. The total of the trial balance must agree with the control figure computed by taking the beginning balance, adding the total of moneys received in trust for the client, and deducting the total of all moneys disbursed. On a monthly basis, a lawyer shall conduct a reconciliation for each fiduciary account. The reconciliation is not complete if the reconciled total cash balance does not agree with the total of the client balance listing. A lawyer shall preserve for a period of five years copies of all records and computations sufficient to prove compliance with this requirement."

that respondent did perform from June 30 through December 21, 2021 revealed "significant discrepancies between the bank balance and the trial ledger balance." The record contains no information about the nature of the significant discrepancies.

Based on his recordkeeping deficiencies in Pennsylvania, respondent admitted that he violated the equivalent of New Jersey RPC 1.1(a); RPC 1.15(a); and RPC 1.15(d).[17]

The Pennsylvania Disciplinary Proceedings

On October 28, 2022, the ODC and respondent filed with the Pennsylvania Disciplinary Board a Joint Petition in Support of Discipline on Consent, pursuant to Pa. R.D.E. 215(d), recommending an eighteen-month suspension.[18] In respondent's accompanying affidavit, he "acknowledge[d] that the material facts set forth in the Joint Petition are true."

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[17] Specifically, respondent admittedly violated Pa. RPC 1.1; Pa. RPC 1.15(b); Pa. RPC 1.15(c)(4); and Pa. RPC 1.15(h).

[18] Pa. R.D.E. 215(d), governing discipline by consent, provides that "[a]t any stage of a disciplinary investigation or proceeding, a respondent-attorney and [the ODC] may file," with the Pennsylvania Disciplinary Board, "a Joint Petition in Support of Discipline on Consent. The Petition shall include the specific factual allegations that the attorney admits he or she committed, the specific Rules of Professional Conduct and Rules of Disciplinary Enforcement allegedly violated and a specific recommendation for discipline." The petition also must be accompanied by an affidavit "stating that the attorney consents to the recommended discipline" and contains other specific acknowledgements set forth by Pa.R.D.E. 215(d).

In aggravation, the ODC and respondent submitted that he continued to violate the Pennsylvania Rules of Professional Conduct "even after ODC served Respondent with DB-7 Requests alerting Respondent to his alleged RPC violations."[19] The Joint Petition does not indicate which RPCs respondent continued to violate or when the ODC served him with the DB-7 form. In mitigation, the parties submitted that respondent was a "young attorney with no record of discipline;" admitted his misconduct by entering into the Joint Petition; participated in various pro bono activities; cooperated with the ODC's investigation; and attempted, albeit unsuccessfully, to bring his financial records into compliance after the ODC notified him of his recordkeeping deficiencies.

On December 15, 2022, the Supreme Court of Pennsylvania suspended respondent, on consent, for eighteen months for his admitted unethical conduct.

On December 19, 2022, respondent reported his Pennsylvania discipline to the OAE, as R. 1:20-4(a)(1) requires.

The Parties' Positions Before the Board

The OAE asserted, in its written submission to us and during oral argument, that respondent's unethical conduct in Pennsylvania constituted

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[19] A form DB-7 (Request for Statement of Respondent's Position) is used by the ODC to notify an attorney of allegations of misconduct and to seek the attorney's response to the allegations. See Pa. Disciplinary Bd. R. 87.7(b).

violations of RPC 1.1(a) (two instances); RPC 1.2(a); RPC 1.3 (two instances); RPC 1.4(b) (two instances); RPC 1.4(c); RPC 1.15(a); RPC 1.15(b); RPC 1.15(c); RPC 1.15(d); RPC 1.16(d); RPC 4.2; RPC 5.1(a) (two instances); RPC 5.3(a); RPC 8.4(a); RPC 8.4(c); and RPC 8.4(d).

Specifically, the OAE argued that respondent violated RPC 1.1(a) by failing to provide competent representation in the Shultz matter by repeatedly failing to file a conforming Praecipe to Transmit the Record, despite the court's clear instructions. The OAE also asserted that respondent "mishandled, and permitted his subordinate employees to mishandle" the D.S. matter, which resulted in her waiver of her rights of equitable distribution and obtaining a settlement that failed to account for her PTSD and TBI.[20]

Additionally, the OAE asserted that respondent violated RPC 1.2(a) in the J.W. matter by failing to file a cross-PFA against J.S., contrary to what J.W. desired, and failing to introduce evidence of J.S.'s prior violence and troubling social media posts.

Next, the OAE alleged that respondent violated RPC 1.3 in the Shultz and Patterson matters. Specifically, the OAE asserted that respondent delayed the

[20] Even though respondent admitted in the Joint Petition that he violated the equivalent of New Jersey RPC 1.1(a) in the Shultz; Patterson; Sangrey; and J.W. matters, the OAE did not charge him with having violated that Rule in the Patterson, Sangrey, or J.W. matters.

completion of the Shultz divorce because his lack of diligence necessitated the filing of a new complaint. Likewise, in the Patterson matter, respondent failed to serve a copy of the custody complaint on the defendant, which required opposing counsel to obtain a copy of the complaint from the court.[21]

Regarding respondent's violation of RPC 1.4(b), the OAE argued that he failed to keep J.W. reasonably informed of her matter due to his failure to (1) provide her with a copy of the PFA order; (2) promptly inform her of her right to appeal; (3) promptly provide an itemized bill; and (4) inform her of the status of her cross-PFA against J.S. Further, in the D.S. matter, respondent failed to reply to D.S.'s requests for information regarding the draft MSA or her requests for assistance in obtaining funds from K.S.'s deferred compensation plan, so that she could place a down payment on a new home.

The OAE asserted that respondent's failure to explain to J.W. why the Firm did not introduce into evidence J.S.'s social media posts or the testimony of A.W. violated RPC 1.4(c). Additionally, the OAE maintained that respondent violated RPC 1.4(c) by failing to explain to J.W. the consequences of having a PFA entered against her or her appellate rights.

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[21] Respondent admitted in the Joint Petition that he violated the equivalent of New Jersey RPC 1.3 in the Shultz; Patterson; Sangrey; D.S.; and J.W. matters, here, the OAE did not charge respondent with having violated that Rule in the Sangrey, D.S., or J.W. matters.

With respect to RPC 1.15(a) through (d), without specifically providing a nexus between respondent's conduct and the individual subsections of the Rule, the OAE argued that respondent's failure to promptly deposit the Shultzes' settlement funds in his IOLTA and his attempt to issue the Shultzes a check from his IOLTA, which would have invaded attorney or other client funds, violated each subsection of the Rule.[22] Further, the OAE claimed that respondent's inability to deposit the settlement check in his IOLTA and the inconvenience he caused the Shultzes also violated RPC 1.15(a) through (d).

The OAE argued that respondent's failure to promptly return Sangrey's file and unearned fee, after she had terminated the representation, violated RPC 1.16(d). Further, the OAE alleged that respondent again violated RPC 1.16(d) when the bank returned, due to insufficient funds, the refund check he had issued to Sangrey.[23]

Regarding RPC 4.2, the OAE pointed to respondent's communication with

[22] In the Joint Petition, respondent admitted to having violated the New Jersey equivalents of RPC 1.15(a), RPC 1.15(b), and RPC 1.15(c) in the Shultz matter. He also admitted to having violated the equivalent of RPC 1.15(a) in the Sangrey matter and based on his recordkeeping deficiencies. Finally, he admitted to having violated the equivalent of RPC 1.15(d) based on his recordkeeping deficiencies. However, the OAE only addressed RPC 1.15 (a) through (d) in the context of the Shultz matter, and RPC 1.15(d) specifically because respondent "failed to list every business/operating account on his Pennsylvania Annual Fee Form."

[23] Although respondent admitted in the Joint Petition that he also violated the equivalent of New Jersey RPC 1.16(d) in the D.S. matter, the OAE did not charge him in this respect.

Leeanna, through his clients, despite knowing that she was represented by counsel.

The OAE asserted that respondent violated RPC 8.4(c) in the Patterson matter by submitting a stipulation to Dorothy, Wade, and Leeanna without providing a copy to Leeanna's counsel. Additionally, the OAE maintained that respondent was deceitful when he prepared the stipulation that contained a signature line for all parties except for Leeanna's counsel, despite knowing she was represented, and used Dorothy and Wade to communicate with Leeanna, instead of communicating with Leeanna's counsel himself. Finally, the OAE maintained that respondent misrepresented to the court that he had contacted it only to find out the procedure to cancel a hearing, when, in fact, he had contacted the court to attempt to cancel the hearing.[24]

Similarly, the OAE maintained that respondent's misrepresentations to the court and counsel in the Patterson matter violated RPC 8.4(d) because it wasted judicial resources and was prejudicial to the administration of justice.

Finally, despite charging respondent with violations of RPC 5.1(a), RPC 5.3(a), and RPC 8.4(a), the OAE argued that those RPCs are "catch-all provision[s]" and, despite clear and convincing evidence that respondent

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[24] Even though respondent admitted in the Joint Petition that he violated the equivalent of New Jersey RPC 8.4(c) in the Patterson and Sangrey matters, the OAE did not charge respondent with having violated that Rule in the Sangrey matter.

violated RPC 5.1(a) in the Sangrey and J.W. matters, and RPC 5.3(a) in the J.W. matter, those violations "would not, in this matter, result in independent additional discipline."

With respect to the appropriate quantum of discipline in New Jersey, the OAE urged that disciplinary precedent warranted less severe discipline than the eighteen-month suspension imposed in Pennsylvania. Specifically, the OAE argued that respondent's misconduct warranted a reprimand or a censure.

However, the OAE argued that based on:

> Respondent's conduct as a whole, the OAE recommends that discipline in the range of a reprimand to a censure would be appropriate. This recommendation is made not to downplay the negative impact Respondent's conduct had on his vulnerable family law clients, but in recognition of the generally accepted quantum of discipline for violations of this nature in this jurisdiction.
>
> [OAEb52.][25]

Additionally, in support of its recommendation of a reprimand or a censure, the OAE emphasized the "fairly significant" mitigating factors. First, the OAE noted that respondent was a "newer" attorney at the time of his misconduct. Further, he recognized his wrongful conduct and conserved judicial

[25] "OAEb" refers to the OAE's June 13, 2024 brief in support of its motion for reciprocal discipline.

resources by entering into a Joint Petition. Finally, the OAE acknowledged his volunteer service, citing his engagement in pro bono legal work.

Respondent did not submit a brief for our consideration. However, he appeared at oral argument to offer what he described as mitigation, claiming the Joint Petition in Pennsylvania did not allow for it.

Specifically, respondent asserted that his misconduct did not harm any clients. In fact, he claimed that his Firm had been harmed because his clients were not truthful and engaged in their own misconduct. In connection with the Shultz matter, he blamed his repeated deficient filings on the court because, according to him, the York County Court maintains only a thirty-percent acceptance rate for first time filings. He also argued that, despite the multiple filings, he did not make the same mistake twice.

With respect to his communication with a represented party in the Patterson matter, respondent claimed that in family disputes that involve the custody of a child, the parties must communicate with one another about, for example, transfers of custody. Furthermore, contrary to his admissions in the Joint Petition, he argued that his clients had informed him that Leeanna was not represented. Also contrary to his admissions in the Joint Petition, respondent claimed that his telephone call to the court was merely to ascertain the procedure to cancel a hearing because each county in Pennsylvania has its own procedures

to adjourn hearings.

In response to our questions, respondent denied that he was attempting to disavow himself of the admissions he had made in the Pennsylvania Joint Petition. Rather, he maintained that he was trying to add information to the record that he was not able to present in his Pennsylvania disciplinary case. Finally, respondent stated that he thought he was doing a good job for his clients, but that the ODC disagreed.

Analysis and Discipline

Following our review of the record, we determine to grant the OAE's motion for reciprocal discipline and to recommend the imposition of discipline for some, but not all, of the Rules of Professional Conduct charged by the OAE.

Pursuant to R. 1:20-14(a)(5), "a final adjudication in another court, agency, or tribunal, that an attorney admitted to practice in this state . . . is guilty of unethical conduct in another jurisdiction . . . shall establish conclusively the facts on which it rests for purposes of a disciplinary proceeding in this state." Thus, with respect to motions for reciprocal discipline, "[t]he sole issue to be determined . . . shall be the extent of final discipline to be imposed." R. 1:20-14(b)(3).

In Pennsylvania, the standard of proof in attorney disciplinary proceedings is that the "[e]vidence is sufficient to prove unprofessional conduct if a preponderance of the evidence establishes the conduct and the proof . . . is clear and satisfactory." Office of Disciplinary Counsel v. Grigsby, 425 A.2d 730, 732 (Pa. 1981) (citing In re Berlant, 328 A.2d 471 (Pa. 1974)). Moreover, "[t]he conduct may be proven solely by circumstantial evidence." Grigsby, 425 A.2d at 732 (citations omitted). Here, in the Joint Petition, respondent admitted to the material facts and misconduct that formed the bases for the Petition.

Reciprocal discipline proceedings in New Jersey are governed by R. 1:20-14(a)(4), which provides in pertinent part:

> The Board shall recommend the imposition of the identical action or discipline unless the respondent demonstrates, or the Board finds on the face of the record on which the discipline in another jurisdiction was predicated that it clearly appears that:
>
> (A) the disciplinary or disability order of the foreign jurisdiction was not entered;
>
> (B) the disciplinary or disability order of the foreign jurisdiction does not apply to the respondent;
>
> (C) the disciplinary or disability order of the foreign jurisdiction does not remain in full force and effect as the result of appellate proceedings;
>
> (D) the procedure followed in the foreign matter was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process; or

> (E) the unethical conduct established warrants substantially different discipline.

We conclude that subsection (E) applies in this matter because the unethical conduct established by the record warrants substantially different discipline under New Jersey precedent. As discussed below, respondent grossly mishandled multiple client matters in similar ways and failed to maintain proper financial records, resulting in accounting irregularities that affected multiple clients.

In our view, consistent with applicable New Jersey disciplinary precedent, respondent's misconduct warrants a three-month suspension, rather than the eighteen-month suspension imposed in Pennsylvania.

Violations of the Rules of Professional Conduct

Turning to the application of New Jersey's Rules of Professional Conduct, in the context of a motion for reciprocal discipline, the Court's review "involves 'a limited inquiry, substantially derived from and reliant on the foreign jurisdiction's disciplinary proceedings.'" In re Barrett, 238 N.J. 517, 522 (2019) (quoting In re Sigman, 220 N.J. 141, 153 (2014)). However, we previously have noted that the OAE's motion and supporting brief serve as the charging documents in a motion for reciprocal discipline. See In the Matter of Edan E. Pinkas, DRB 22-001 (June 23, 2022) at 29, so ordered, 253 N.J. 227 (2023).

Nevertheless, clear and convincing evidence must support each of our findings that respondent violated the New Jersey Rules. See Barrett, 238 N.J. at 521; In re Pena, 164 N.J. 222 (2000).

Consistent with that body of law, we have, on occasion, declined to find RPCs charged by the OAE in motions for reciprocal discipline. See In the Matter of Robert Captain Leite, DRB 22-164 (February 24, 2023) (granting the OAE's motion for reciprocal discipline but declining to find violations of RPC 1.2(d), RPC 3.3(a)(1), RPC 8.4(a), RPC 8.4(b), and RPC 8.4(d), where the underlying facts did not support the charges), so ordered, 254 N.J. 275 (2023), and In the Matter of Richard C. Gordon, DRB 20-209 (April 1, 2021) at 19-20 (granting the OAE's motion for reciprocal discipline but declining to find a violation of RPC 8.4(d) where underlying facts did not support the charge), so ordered, 249 N.J. 15 (2021).

Here, we determine that the record contains clear and convincing evidence that respondent violated RPC 1.1(a) (two instances); RPC 1.3; RPC 1.4(b) (two instances); RPC 1.15(a); RPC 1.15(b); RPC 1.15(d); RPC 1.16(d); RPC 4.2; RPC 8.4(c); and RPC 8.4(d). We determine to dismiss the additional charges pursuant to RPC 1.2(a); RPC 1.3 (one instance); RPC 1.4(c); RPC 1.15(c); RPC 5.1(a); RPC 5.3(a); and RPC 8.4(a).

It is well-settled, based on notions of fundamental due process, that we

may only find violations of RPCs that a respondent has been charged with violating. Here, because respondent admitted to unethical conduct in Pennsylvania that the OAE did not charge as violations of the Rules of Professional Conduct in this jurisdiction, we must take a nuanced view of respondent's unethical conduct for each of the five matters discussed in the Joint Petition. Nevertheless, we may consider the global nature of respondent's misconduct, even if uncharged, 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).

As the OAE alleged, there is no question that respondent violated RPC 1.1(a), which prohibits an attorney from engaging in gross neglect, in connection with his handling of the Shultz matter.[26] Specifically, respondent failed to prepare and file conforming divorce pleadings resulting in the York County Court rejecting the submissions on three separate occasions. Each time, the court provided respondent with the specific basis for the deficiencies. Nevertheless, respondent ignored the court's warnings, failed to cure the deficiencies and, thus, committed errors with each subsequent filing. Consequently, respondent's

[26] As noted above, respondent also admitted to having grossly neglected the Patterson matter by failing to serve Leeanna with a copy of the complaint for custody.

actions resulted in the delayed entry of divorce for his client.

Respondent violated RPC 1.1(a) a second time in connection with his handling of the D.S. matter. Although respondent did not admit, in the Joint Petition, to having violated this Rule in the D.S. matter, the record supports the OAE's allegation that he violated the New Jersey equivalent of that Rule. Specifically, the record clearly and convincing establishes his gross mishandling of D.S.'s divorce, which resulted in her waiver of her rights to equitable distribution of marital assets, following the dissolution of her twenty-one-year marriage.

We dismiss the charge that respondent violated RPC 1.2(a) in the J.W. matter, as the OAE alleged, because the record does not clearly and convincingly establish that respondent was counsel of record, or that he failed to abide by J.W.'s decision to file a cross-PFA against J.S. As the record established, D'Annunzio and Gadalla were the attorneys of record and, further, respondent specifically denied, in the Joint Petition, that he knew they had failed to advise J.W. of certain aspects of the case.

Unquestionably, respondent violated RPC 1.3 in the Shultz matter by failing to properly file multiple petitions, which delayed the court's ability, for two years, to enter a divorce decree. However, the record does not support respondent's violation of this Rule in the Patterson matter, as the OAE alleged.

Although respondent's conduct in the Patterson matter is troubling in many ways, the record does not demonstrate that he lacked diligence in his representation of his clients, Dorothy and Wade. Respondent's failure to properly serve Leeanna with a copy of the complaint for custody is misconduct more appropriately addressed by an RPC 1.1(a) charge, which is not present here. Consequently, we dismiss the charge that respondent violated RPC 1.3 in the Patterson matter.

Next, the record amply supports that finding that respondent violated RPC 1.4(b), which requires a lawyer to keep a client reasonably informed about the status of a matter and to reply to requests for information, in the D.S. and J.W. matters. Specifically, he ignored D.S.'s requests for information about her divorce proceeding. Additionally, although he was not counsel of record in the J.W. matter, respondent admitted that J.W. had reached out to him directly after J.S. had contacted her despite having a PFA against her, and that he failed to reply to J.W.'s outreach.

However, similar to the RPC 1.2(a) charge, we determine to dismiss the charge that respondent violated RPC 1.4(c) in the J.W. matter. In our view, the record does not support a finding that respondent, instead of his subordinates, failed to explain to J.W. why she could not pursue a cross-PFA against J.S., or why they could not use the information she had provided as part of her defense

against J.S.'s claims. Indeed, the Joint Petition reflects that respondent was unaware that his subordinates had failed to provide those explanations to J.W. and, therefore, we decline to find him in violation of RPC 1.4(c) for conduct committed by his subordinates.

Next, the OAE argued that respondent violated RPC 1.15(a) through (d) by (1) failing to promptly deposit the Shultz settlement check in his IOLTA, (2) by attempting to write a check from his IOLTA in the Shultz matter that would have invaded other client funds, and (3) inconveniencing the Shultzes because they were required to deposit the settlement check themselves.

The record, and indeed, respondent's admissions, support the allegations that he violated RPC 1.15(a), RPC 1.15(b), and RPC 1.15(d). Specifically, respondent admitted that he commingled his funds with client funds in his IOLTA, a clear a violation of RPC 1.15(a). Further, respondent admittedly failed to promptly disburse refunds to Carolyn, in the Sangrey matter, and to his client in the D.S. matter, in violation of RPC 1.15(b). Last, respondent admittedly failed to maintain proper financial records, including three-way reconciliations, in violation of RPC 1.15(d).

However, we determine to dismiss the charge that respondent violated RPC 1.15(c) because the record does not reflect that respondent and a third party claimed an interest in property respondent held or that he failed to keep that

property separate until there was an accounting and resolution of the dispute.

Respondent's conduct in the Sangrey matter also violated RPC 1.16(d). Specifically, more than one month after Carolyn terminated the representation, and after ignoring at least five e-mails that Carolyn had sent to the Firm requesting a refund of her retainer fee and her client file, respondent issued Carolyn a check from his operating account. However, the check was returned for insufficient funds. Almost one month later, respondent issued a new check to Carolyn, which included reimbursement for the bank fee she had incurred as a result of his bad check.

Respondent violated RPC 4.2 in the Patterson matter by using Dorothy and Wade to communicate with Leeanna, who he knew was represented by counsel. Respondent's adversary did not consent to the communication and, indeed, was unaware that he had prepared and circulated a stipulation for her client's signature. It was not until respondent spoke with the court to try to cancel the scheduled hearing that Leeanna's attorney learned of the stipulation. We are troubled by respondent's attempt, during oral argument before us, to deflect accountability by stating that his clients had informed him that Leeanna was pro se. In our view, his failure to confirm with counsel whom he knew to be representing Leeanna further demonstrates his inability to manage cases properly. Moreover, he blamed his adversary for her failure to withdraw from

the case, a position that is inconsistent with her subsequent advocacy on behalf of her client.

With respect to respondent's supervision of subordinate lawyers and nonlawyer staff in his office, the record does not clearly and convincingly establish that respondent failed to ensure the lawyer and nonlawyer staff he employed at his Firm conformed their conduct to the RPCs. Specifically, respondent admitted in Pennsylvania, and the OAE alleged, that he violated RPC 5.1(a) in the Sangrey and J.W. matters, and RPC 5.3(a) in the J.W. matter. However, the record does not contain any information as to respondent's adoption or implementation of a program to ensure his Firm complied with the Rules of Professional Conduct. Moreover, even if the OAE had alleged that respondent violated RPC 5.1(b) by failing to supervise a lawyer over whom an attorney has direct supervisory authority, and RPC 5.3(b) by failing to supervise nonlawyer staff, we still could not conclude that respondent violated those Rules on the record before us. Respondent denied knowledge of his subordinate's conduct in the J.W. matter and there is no other evidence in the record to suggest he was aware of their specific conduct in that matter. Therefore, we determine to dismiss the RPC 5.1(a) and RPC 5.3(a) charges.

With respect to RPC 8.4(a), we historically have rejected allegations that an attorney violated this Rule by virtue of their violation of other RPCs,

determining instead that an attorney violates RPC 8.4(a) if they induce another to violate or attempt to violate the Rules of Professional Conduct. Here, the OAE alleged that respondent violated RPC 8.4(a) based on his own violation of other RPCs. Thus, pursuant to stare decisis, we dismiss the RPC 8.4(a) allegation. See In the Matter of David Jay Bernstein, DRB 21-011 (September 22, 2021) (RPC 8.4(a) charge dismissed as subsumed within the attorney's violations of other Rules of Professional Conduct), so ordered, 249 N.J. 257 (2022).

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, as the OAE alleged, respondent violated RPC 8.4(c) by purposefully omitting a signature line for Habel, Leeanna's attorney in the Patterson matter, despite his knowledge that Habel was Leeanna's attorney; deceitfully requesting that his clients provide the stipulation to Leeanna for her signature, and misrepresenting to the court that there was no need for a hearing because the parties had entered a stipulation. Further, after he was caught, respondent was dishonest about the purpose of his call to the court, insisting he merely was attempting to discern the procedure for cancelling a hearing. Moreover, his misrepresentations to the court were clearly prejudicial to the administration of justice, a violation of RPC 8.4(d).[27]

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[27] Although not charged in New Jersey or Pennsylvania, respondent's actions in the Shultz

(footnote continued on next page)

In sum, we find that respondent violated RPC 1.1(a) (two instances); RPC 1.3; RPC 1.4(b) (two instances); RPC 1.15(a); RPC 1.15(b); RPC 1.15(d); RPC 1.16(d); RPC 4.2; RPC 8.4(c); and RPC 8.4(d). However, we determine to dismiss the charges that he violated RPC 1.2(a); RPC 1.3 (one instance); RPC 1.4(c); RPC 1.15(c); RPC 5.1(a); RPC 5.3(a); and RPC 8.4(a). The sole issue left for our determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

The crux of respondent's misconduct was his mishandling of multiple client matters. In cases where attorneys have mishandled multiple client matters, the Court generally has imposed suspensions ranging from three months to one year. See, e.g., In re Pinnock, 236 N.J. 96 (2018) (three-month suspension for an attorney whose misconduct spanned ten client matters: in nine matters, the attorney engaged in gross neglect, lacked diligence, and failed to communicate

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matter were prejudicial to the administration of justice. Each time respondent filed a Praecipe with multiple defects that he failed to cure, despite being on notice of the errors, he wasted the court's resources. Respondent's incompetence in that matter also delayed the entry of a divorce decree. Additionally, respondent's incompetence in the D.S. matter arguably also violated RPC 8.4(d) because his failure to properly advise his client regarding her right to equitable distribution of marital assets required D.S to retain new counsel to file a motion to set aside the MSA that respondent had drafted, wasting the judicial resources of the York County Court at the same time he was wasting its resources filing defective petitions in the Shultz matter.

with clients; in four matters, she engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation; in aggravation, the attorney caused significant harm to her clients; in mitigation, the attorney suffered from serious physical and mental health issues; prior reprimand); In re Williams, 255 N.J. 401 (2023) (on a motion for reciprocal discipline, six-month suspension for an attorney who committed misconduct in eight client matters: in four matters, the attorney engaged in gross neglect and lack of diligence, also constituting a pattern of neglect; in five matters, the attorney failed adequately communicate with the clients; in two matters, failed to expedite litigation; and, in one matter, engaged in conduct prejudicial to the administration of justice; in mitigation, most of the attorney's unethical conduct occurred within a seven-month period; although a three-month suspension was the baseline discipline for the attorney's misconduct, we concluded that the aggravating factors, including the waste of court resources in two other client matters, as well as failure to promptly notify the OAE of the attorney's discipline in Pennsylvania, warranted a six-month suspension); In re Perlman, 241 N.J. 95 (2020) (one-year retroactive suspension for an attorney who committed misconduct in seven matters: in six matters, the attorney lacked diligence; in five matters, the attorney failed to adequately communicate with the client; in one matter, failed to withdraw from the representation when continued representation would violate the RPCs and to

comply with applicable law governing the termination of representation; the attorney also engaged in conduct involving dishonesty, fraud, deceit, or misrepresentation in one matter; engaged in conduct prejudicial to the administration of justice in one matter; and failed to notify clients of his suspension in three matters; in mitigation, the attorney suffered from serious mental health issues; in aggravation, he caused significant harm to his clients; prior one-year suspension for similar misconduct in ten client matters).

Standing alone, a reprimand is the appropriate discipline for negligent misappropriation caused by poor recordkeeping practices, even when accompanied by commingling. See In re Sherer, 250 N.J. 151 (2022) (as a consequence of poor recordkeeping, the attorney negligently invaded $3,366 in client and third-party funds; additionally, for a two-week period, the attorney commingled $8,747 in personal funds in his ATA; the attorney also failed to comply with the OAE's demand audit requirements and failed to reimburse the parties impacted by his negligent misappropriation; in mitigation, the attorney had no prior discipline in a thirty-six-year legal career and was no longer practicing law), and In re Osterbye, 243 N.J. 340 (2020) (the attorney's poor recordkeeping practices resulted in the negligent invasion of, and failure to safeguard, funds owed to clients and others in connection with real estate transactions; his inability to conform his recordkeeping practices, despite

multiple opportunities to do so, also violated RPC 8.1(b); the attorney also commingled $225 in personal funds he received from his tenant; no prior discipline);

Attorneys who violate RPC 1.16(d), when accompanied by other, non-serious ethics infractions, receive admonitions. See In the Matter of Karim K. Arzadi, DRB 23-169 (October 26, 2023) (the attorney, whose representation was terminated by the client, thereafter failed to file either a substitution of counsel or a motion to be relieved as counsel; during the next several months, while the attorney remained counsel of record, the client, who sought to proceed pro se, was unable to pursue settlement negotiations with the opposing party, and the client's lawsuit ultimately was dismissed for failure to prosecute; violations of RPC 1.16(a)(3) (failure to withdraw from the representation despite being discharged by the client) and RPC 1.16(d)).

The discipline imposed on attorneys who communicate with represented individuals, outside the presence of their legal counsel, ranges from an admonition to a three-month suspension, depending on the presence of additional misconduct, and any aggravating and mitigating factors. See, e.g., In re Clarke, 256 N.J. 589 (2024) (reprimand for an attorney who, in a family law proceeding, spoke with a represented party, causing the judge to disqualify her from the representation, which delayed the proceedings); In re Ibrahim, 236 N.J.

97 (2018) (censure for an attorney who attempted to resolve a domestic violence case directly with the other party, whom the attorney knew was represented by counsel; that communication occurred at the courthouse, just before the hearing, forcing the court to reschedule the matter; in another matter, the attorney violated RPC 1.5(b)); In re Fogle, 235 N.J. 417 (2018) (three-month suspension for an attorney who copied his adversary's client on a letter to his lawyer proposing a settlement in an eviction matter, without the lawyer's consent; the attorney also violated RPC 1.4(b); RPC 1.15(a); RPC 1.15(b); RPC 1.15(d); RPC 1.16(a) (failure to notify the client of his administrative suspension from the practice of law); RPC 1.16(d); RPC 8.1(b); and RPC 8.4(d); we concluded that a suspension was warranted due to the attorney's "disregard of the disciplinary system" which began early in his career and reflected "an arrogance that [we could not] countenance").

The discipline imposed on attorneys who make misrepresentations to a court or exhibit a lack of candor to a tribunal, or both, ranges from a reprimand to a long-term suspension, including if their conduct is prejudicial to the administration of justice. See, e.g., In re Marraccini, 221 N.J. 487 (2015) (reprimand for an attorney who attached to approximately fifty eviction complaints, filed on behalf of a property management company, verifications that had been pre-signed by the manager, who had since died; the attorney was

unaware that the manager had died and, upon learning that information, withdrew all complaints; violations of RPC 3.3(a) (making a false statement of material fact to a tribunal); RPC 8.4(c); and RPC 8.4(d); in mitigation, the attorney's actions were motivated by a misguided attempt at efficiency, rather than by dishonesty or personal gain); In re Bakhos, 239 N.J. 526 (2019) (censure for an attorney who, in one of three client matters, violated RPC 3.3(a)(1) and RPC 3.3(a)(5) by misrepresenting to the court that he had authority from his client to resolve the litigation by dismissing it and submitting the matter to binding arbitration, and by failing to notify the court and his adversaries that he did not have such authority; these false statements to the court, along with his misrepresentations to his supervising attorney, also violated RPC 8.4(c); the attorney's misrepresentation to the court resulted in the cancellation of a scheduled jury trial and dismissal of a medical malpractice case in favor of binding arbitration and, thus, constituted a violation of RPC 8.4(d); in another client matter, the attorney falsely represented to the court that he was still working with his client on finalizing his client's discovery responses, even though he had not even made his client aware of the pending requests, in violation of RPC 3.3(a)(1) and RPC 8.4(c); further, he wasted judicial resources in violation of RPC 8.4(d), by his failure to comply with discovery, even in the face of court orders that he do so, resulting in the striking of his client's answer

and the entry of default against his client, along with the subsequent motions to vacate that default; the attorney also exhibited gross neglect; a pattern of neglect; lack of diligence; and failed to communicate with the client in three matters; in mitigation, once the attorney's house of cards crumbled, he acknowledged his wrongdoing, worked toward alleviating any damage to his clients, including certifying to the court his improprieties, and fully cooperated with disciplinary authorities; he also sought treatment to better handle anxiety, was confident that he would not repeat his misconduct, and had no prior discipline); In re Stuart, 192 N.J. 441 (2007) (three-month suspension for an assistant district attorney in New York who, during the prosecution of a homicide case, misrepresented to the court that he did not know the whereabouts of a witness; however, the attorney had made contact with the witness four days earlier; violations of RPC 8.4(c) and (d); compelling mitigation justified only a three-month suspension); In re Forrest, 158 N.J. 428 (1999) (six-month suspension for attorney who, in connection with a personal injury action involving injured spouses, failed to disclose the death of one of his clients to the court, to his adversary, and to an arbitrator, and advised the surviving spouse not to voluntarily reveal the death; violations of RPC 3.3(a)(5); RPC 3.4(a) (unlawfully obstructing another party's access to evidence); and RPC 8.4(c); the attorney's motive was to obtain a personal injury settlement); In re Cillo, 155

N.J. 599 (1998) (one-year suspension for attorney who, after misrepresenting to a judge that a case had been settled and that no other attorney would be appearing for a conference, obtained a judge's signature on an order dismissing the action and disbursing all escrow funds to his client; the attorney knew that at least one other lawyer would be appearing at the conference and that a trust agreement required that at least $500,000 of the escrow funds remain in reserve; violations of RPC 3.3(a)(1) and (2); RPC 3.5(b); and RPC 8.4(c) and (d)).

In the instant matter, after Sangrey and J.W. retained the Firm, respondent assigned those matters to associates. Therefore, we are left to address respondent's misconduct in the Shultz, Patterson, and D.S. matters. Respondent's unethical conduct in each of those three matters varies in its egregiousness.

In the Shultz matter, respondent failed to properly file a Praecipe, a necessary step toward the court issuing a divorce decree. Indeed, respondent failed three times to effectuate the filing, despite the Prothonotary having provided him with a detailed recitation of each filing's defects. The only reason his client eventually obtained a divorce was because his adversary successfully filed the fourth Praecipe, resulting in the court issuing the divorce decree a mere three days later when respondent bumbled his way through the matter for two years.

In the Patterson matter, respondent failed to serve the defendant with a copy of a custody complaint. The defendant retained counsel after receiving a scheduling order from the court. However, the defendant's retention of representation was of no moment to respondent, who drafted a stipulation that intentionally omitted a signature line for the attorney. Worse, respondent funneled the stipulation to the defendant, through his clients, despite knowing she was a represented party. Then, after obtaining the defendant's signature on the stipulation, he called the court to cancel the hearing, explaining there was no need for the hearing because the parties had signed a stipulation. It was only after the court dutifully inquired into whether respondent had his adversary's consent to an adjournment that respondent admitted the truth – that he did not and that she was not even aware her client had signed the stipulation. Not satisfied with his first misrepresentation to the court about having a signed stipulation, respondent later tried to cover up his previous misrepresentation by lying about the purpose of his call.

Then, in the D.S. matter, respondent's complete mishandling of the matter led to his client signing an MSA that gave away her equitable rights to significant marital assets. Respondent was aware of D.S.'s marital issues, yet provided no useful advice to protect her interests in the marital assets. Instead,

to D.S.'s detriment, respondent used the terms she provided him to craft the MSA.

Like the attorney in Fogle, who received a three-month suspension, respondent set about to finalize a stipulation in a custody matter by purposely excluding the defendant's counsel, even though he was aware she was represented. Then, respondent brazenly lied to the court that a hearing on the custody petition was no longer needed because the parties had entered into the stipulation.

Respondent's misrepresentation to the court about the stipulation is also similar to the attorney in Cillo, who received a one-year suspension after misrepresenting to a judge that a matter had been settled and no other attorneys would be appearing for a conference. However, unlike Cillo, whose misrepresentations successfully resulted in a signed order from the judge dismissing the matter, here, the court caught respondent in his lie when it inquired whether he had the consent of his adversary to cancel the hearing.

Based upon the above precedent, we conclude that the baseline discipline for the totality of respondent's misconduct across multiple client matters is a three-month suspension. However, to craft the appropriate discipline, we also must consider aggravating and mitigating factors.

In aggravation, respondent's global misconduct went beyond the RPCs that the OAE alleged that he violated. Indeed, in Pennsylvania, respondent admitted to misconduct that, viewed in its totality, painted a picture of an attorney who could not competently handle family law matters and who was deceitful. Particularly, in the J.W. and D.S. matters, respondent's unethical conduct caused harm to his clients. Specifically, J.W. had no protection against J.S.'s violent tendencies, and D.S. left her marital home without the benefit of the equitable distribution of assets to which she was entitled under Pennsylvania law. Moreover, respondent's unethical conduct in the Patterson matter demonstrates his willingness to cast aside his obligation to adhere to the Rules of Professional Conduct in exchange for obtaining a signed stipulation.

In further aggravation, even after the ODC served respondent with a DB-7 form alerting him to his misconduct, he continued to violate the Rules of Professional Conduct. Worse still, in our view, during oral argument before us, he lacked candor and, in an attempt to provide us with context for his misconduct, made self-serving assertions that contradicted his admissions in the Joint Petition. Specifically, he blamed his clients for harming his Firm, blamed his adversary for not withdrawing from a case she still was representing her client in, and minimized the harm his conduct caused his clients.

In mitigation, respondent had been admitted to practice law for only three years in New Jersey at the time the misconduct began (four years in Pennsylvania). Moreover, he admitted his wrongdoing by entering into the Joint Petition in Pennsylvania, thereby conserving judicial resources in that jurisdiction.

Conclusion

On balance, we find that the aggravating factors, though very serious, do not require an enhancement from the baseline discipline. Accordingly, we determine to grant the motion for reciprocal discipline and conclude that a three-month suspension is the appropriate quantum of discipline necessary to protect the public and preserve confidence in the bar.

Member Campelo voted to impose a censure.

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. Mary Catherine Cuff, P.J.A.D. (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 Jason R. Carpenter
Docket No. DRB 24-130

Decided: December 2, 2024

Disposition: Three-Month Suspension

Members	Three-Month Suspension	Censure	Absent
Cuff	X		
Boyer	X		
Campelo		X	
Hoberman			X
Menaker	X		
Petrou	X		
Rivera	X		
Rodriguez	X		
Spencer	X		
Total:	7	1	1

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