

**DISCIPLINARY REVIEW BOARD**  
**OF THE**  
**SUPREME COURT OF NEW JERSEY**

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May 22, 2025

Heather Joy Baker, Clerk  
Supreme Court of New Jersey  
P.O. Box 970  
Trenton, New Jersey 08625-0962

Re: **In the Matter of Jacqueline Arnett**  
Docket No. DRB 25-060  
District Docket No. XIII-2024-0002E

Dear Ms. Baker:

The Disciplinary Review Board (the Board) has reviewed the motion for discipline by consent (censure or such lesser discipline as the Board deems appropriate) filed by the District XIII Ethics Committee (the DEC) in the above matter, pursuant to R. 1:20-10(b). Following a review of the record, the Board granted the motion and determined that a censure, with a condition, is the appropriate quantum of discipline for respondent's violation of RPC 3.2 (failing to treat all persons involved with the litigation process with courtesy and consideration), RPC 8.1(a) (knowingly making a false statement of material fact to disciplinary authorities), and RPC 8.4(c) (two instances – engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation).

On August 25, 2023, respondent and her spouse entered into a purchase agreement for a residential property (the Property). Respondent represented herself and her spouse as the buyers in the transaction.

On September 12, 2023, the home inspector issued their report. Six days later, respondent and the seller agreed to an undisclosed repair concession. Later, on September 25, 2023, after the due diligence period was over, respondent requested the ability to have a heating, ventilation, and air conditioning specialist conduct additional inspections of the Property. Via a September 26, 2023 e-mail, respondent requested additional concessions and/or a credit. The next day, respondent sent another e-mail requesting additional concessions. In a separate e-mail the same date, respondent advised the realtors for both the buyer and the seller of various issues discovered after the home inspection, alleged misrepresentations in the sale of the home, and sought an increase to the credit she proposed just one day earlier.

On September 29, 2023, the purchase and sale of the Property closed as originally scheduled. On October 2, 2023, respondent began to send e-mails to the seller's counsel, Robert C. Rafano, Esq., alleging issues with the Property, a failure to disclose material defects, and other complaints related to the closing. Specifically, respondent alleged that a bay window was broken, taped, and covered by a curtain. Rafano rejected respondent's request for the seller to repair the window, stating that respondent had a home inspection and multiple walk-throughs and that the window had not been broken. Respondent continued to insist the broken window was an undisclosed material defect of the Property, for which the seller must pay to repair.

Also on October 2, 2023, respondent entered into a Settlement Agreement (the Agreement) with Redfin concerning her purchase of the Property. Pursuant to the Agreement, Redfin agreed to pay respondent \$3,200 to "fully and forever resolve all disputes, claims, and causes of action by Buyer against Redfin arising from or related to the Property, Buyer's efforts to purchase the Property, and the Transaction." In exchange for the payment, respondent agreed to release Redfin from any causes of action she may have against the company and agreed to a non-disparagement clause prohibiting her from making or publishing derogatory comments about Redfin.

Three days later, respondent sent an e-mail to Rafano stating she was prepared to file a lawsuit against the seller. The next day, respondent sent another e-mail to Rafano threatening to file litigation, as well as to submit "a claim to the bar association as you are prohibiting honest and fair dealings and failing to advise on seller disclosure laws."

Thereafter, on October 13, 2023, respondent began to send e-mails about the alleged broken window to Redfin. Three days later, on October 16, 2023, respondent contacted Redfin's legal department to allege an undisclosed conflict of interest between the two Redfin realtors involved in the Property's sale.<sup>1</sup> Between October 16, 2023, and November 2, 2023, respondent and Redfin's counsel, Reid Hayton-Hull, Esq., exchanged e-mails regarding respondent's complaints and subsequent settlement demand.

Notably, on October 20, 2023, respondent told Hayton-Hull that the Agreement was "nullified" because not all parties associated with the Property signed it.<sup>2</sup> Four days later, respondent advised Hayton-Hull that she received the \$3,200 check but that she was going to return it because she believed a new release needed to be drafted, to include all parties, as well as a clause indicating she would waive her right to submit grievances to state licensing boards if Redfin paid her \$101,864.

Respondent continued to send multiple e-mails regarding her allegations, which included threatening to file a lawsuit and demanding a \$101,824<sup>3</sup> settlement, which she unilaterally reduced to \$35,000 after having received no reply from Redfin. She also threatened to contact licensing agencies to file complaints against individuals involved in the sale of the Property, as well as to post negative reviews about Redfin on the internet.

On October 29, 2023, one month after the Property's closing, respondent alleged the seller and his realtor, who were both Muslim, had discriminated against her on the basis of her religion, by taping text from the Qur'an on the walls of the Property.

The next day, on October 30, 2023, respondent sent an e-mail to the seller and his realtor regarding the issues, claiming that Rafano had not replied to her e-mails, yet, had advised her that he was no longer representing the seller. In her e-mail, she advised the seller and the realtor that she was preparing a claim against them under the Consumer Fraud Act and requested they inform her if

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<sup>1</sup> Redfin employed both the buyer and seller's real estate agents.

<sup>2</sup> Although one of the signatures is illegible, two buyer signatures are present on the Agreement, one of which belongs to respondent. Presumably, the second signature belongs to her spouse.

<sup>3</sup> There is no explanation in the record for the \$40 discrepancy.

they have retained other counsel. The seller, who was still represented by Rafano, sent a copy of respondent's e-mail to Rafano.

On October 31, 2023, respondent sent an e-mail to Hayton-Hull to advise her that she had contacted the New Jersey Real Estate Commission, as well as the county realtor associations that the two agents were part of, to submit complaints for their violation of their code of ethics.

On November 2, 2023, respondent's mother attempted to post a negative review of the Redfin realtors on realtor.com, with information related to respondent's Property purchase, and threatened legal action within the review. However, the seller's realtor did not allow the review to be posted on the website. The same date, Hayton-Hull sent an e-mail to respondent reminding her that Redfin conducted an investigation and determined that its agents comported their conduct to their legal and ethical obligations and advised her to "please direct any further calls or emails to me as counsel for Redfin."

The next day, on November 3, 2023, Redfin sent, via e-mail, a cease-and-desist letter to respondent and her husband. The letter advised respondent that she was in violation of the non-disparagement clause of the Agreement. Redfin asserted respondent posted or caused to be posted disparaging reviews of its agents on realtor.com, as well as on their social media pages, in violation of the Agreement and instructed her to remove the statements within five days.

Nevertheless, twenty days later, on November 23, 2023, respondent commented on five of the seller's agent's posts on Instagram concerning her Property purchase. All five comments were substantially similar to the language her mother had used. The realtor advised the DEC that, as owner of the Instagram account, she deleted all five comments. However, respondent told the DEC that she deleted the five comments shortly after posting them.

On November 6, 2023, respondent sent an e-mail to Rafano listing what she believed to be the seller's misrepresentations, acts of fraud, and acts of bad faith, demanding a final settlement of \$10,000. Respondent warned that if she did not promptly hear back, she would report Rafano to the New Jersey Bar Association.

On January 5, 2024, respondent, through counsel, filed a complaint against Redfin, the two agents involved in the Property's sale, and the seller. On

or about January 6, 2024, respondent served the complaint on the seller. She failed to serve any other party. On January 8, 2024, respondent sent an e-mail to Rafano advising him that she had filed a lawsuit against the seller seeking \$65,000 in damages. The next day, Rafano replied to advise respondent he could not speak with her since she was represented by counsel. Thirty-five minutes later, respondent filed with the court a stipulation of dismissal without prejudice. In its entirety, the stipulation stated, “the matter in difference in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed without prejudice and without costs against either party.” Approximately one hour after dismissing her complaint, respondent sent another e-mail to Rafano to advise him that she dismissed the matter, could now speak with him, and provided him with a \$35,000 settlement demand.

The next day, on January 10, 2024, respondent sent another e-mail to Rafano containing her settlement demand and accused Rafano of “play[ing] games and not tak[ing] legal matters seriously.” On January 11, 2024, respondent sent an e-mail to the two real estate agents advising them that she had filed a lawsuit against them and Redfin. She also informed them that she dismissed the lawsuit without prejudice “if you would like to settle.” Respondent accused the agents of misrepresenting the size of the Property in order to unjustly enrich themselves. She told the agents they would be responsible for her legal fees and asked them to advise whether they would settle for \$15,000.

Approximately one month later, during a February 16, 2024 call with the DEC investigator, respondent stated a colleague had prepared a draft complaint that was ready to be filed, but that no case was pending because she never filed the matter. Later, during a February 29, 2024 video call with the DEC investigator, respondent admitted she filed the complaint but dismissed it immediately because she did not want to incur “the costs or emotional toll” of litigating the matter.

In mitigation, the parties asserted that respondent has no disciplinary history in more than ten years of practice, has shown contrition and remorse for her actions, which she understood to be “inappropriate and beyond how she should have responded to the situation,” and that there was little likelihood of recurrence. The parties acknowledged that respondent’s misconduct arose out of her purchase of a new home, in which she was emotionally invested and which occurred at a time her mother had medical issues and her son was having

difficulties adjusting to his new school, both of which caused respondent added stress.

The parties asserted that there were no aggravating factors.

The Board concluded that respondent's communications with the two real estate agents, the seller, Rafano, and Hayton-Hull were not merely rude; rather, they were insulting and unethical. Respondent repeatedly attacked the ethics of the real estate agents and Rafano, made a baseless allegation the seller and his agent were discriminating against her on the basis of religion, and repeatedly threatened to file complaints with various licensing boards based on her dissatisfaction with her home purchase. Worse, she attempted to leverage those threats to extract settlements from the parties (with the settlement demands varying widely, from \$10,000 to \$101,864). Moreover, respondent's vexatious communications were incessant – seemingly with each new day, the parties on the seller's side of the purchase were met with another e-mail containing another complaint about the purchase and a demand for settlement. Additionally, even when Hayton-Hull directed respondent to contact her with any concerns, she persisted in her conduct toward the real estate agents.

Additionally, shortly after the Property's closing, respondent signed the Agreement, which seemingly had no impact on her conduct whatsoever. For example, she agreed to refrain from posting disparaging comments about Redfin or its agents. Not only did she post disparaging remarks, but she enlisted her mother to post comments on the internet as well. She also unilaterally declared the Agreement void in a misguided attempt to justify her actions. Thus, respondent's scorched earth approach to her complaints far exceeded simple rudeness and, as she stipulated, clearly violated RPC 3.2.

Respondent's misrepresentations to the DEC regarding the deletion of the disparaging remarks without question violated RPC 8.1(a). Even though she posted the comments in violation of the Agreement, she did not delete them, as she claimed to the DEC. The real estate agent was the individual who deleted the comments. Another lie she told the DEC was that a colleague prepared a draft complaint, but that it was never filed. Respondent later admitted to the DEC that the complaint had been filed but asserted that she immediately dismissed it so she did not have to incur expenses or deal with the emotions surrounding the litigation. However, respondent's own e-mail to Rafano reflects that she dismissed the complaint so that he could speak with her, having

informed her less than two hours earlier that he could not speak with her because she was represented by counsel. In fact, respondent's dismissal of the complaint itself was a misrepresentation to the court, having stated that the parties amicably came to a resolution, which she knew was not true – Rafano refused to speak to her, and she had failed to serve the other parties with the complaint. However, respondent was not charged with having violated RPC 3.3(a)(1).

Finally, respondent's misrepresentations to the DEC unquestionably violated RPC 8.4(c). Further, respondent misrepresented in her e-mail to the seller that Rafano advised her he was no longer representing him. Indeed, respondent admitted that Rafano had not replied to her e-mails. Worse, knowing that Rafano had not affirmatively told her he was no longer representing the seller, respondent contacted a party she knew to be represented, in violation of RPC 4.2, although the DEC did not charge her with having violated that Rule.

Disrespectful or insulting conduct to persons involved in the legal process leads to a broad spectrum of discipline, ranging from an admonition to disbarment, depending on the severity of the misconduct, the attorney's disciplinary history, and the presence of other ethics violations. However, absent serious aggravating factors, brief episodes of discourteous conduct typically result in an admonition or a reprimand. See, e.g., In re Gahles, 182 N.J. 311 (2005) (admonition for attorney who, during oral argument on a custody motion, called the other party "crazy," "a con artist," "a fraud," "a person who cries out for assault," and a person who belongs in a "loony bin;" in mitigation, the attorney's statements were not made to intimidate the party); In re Romanowski, 252 N.J. 415 (2022) (reprimand for attorney who, in a contentious divorce proceeding, called his client a "moron;" a "ridiculous person;" told her to "shut up;" stated that she and her ex-husband deserved one another; and threatened to withdraw as counsel if she did not pay outstanding fees; mitigating factors included the attorney's unblemished forty-years at the bar, recognition that his conduct had been intemperate, and the passage of seven years from the time of the misconduct until the imposition of discipline); In re Bailey, 249 N.J. 49 (2021) (censure for an attorney who had engaged in offensive and threatening behavior in two separate matters; in the first matter, the attorney intruded into an arbitration hearing taking place in his law office, began taking photographs, and then stated "[t]his will be in the newspaper when I put this in there after we kick you're [sic] a\*\*es. You should be ashamed of yourself for kicking people out of a building and you have to live with yourself;" in the second matter, the attorney threatened arrest for federal crimes to gain an improper advantage in a

civil matter, which involved an individual who had purportedly created a defamatory website; when the individual asked for an explanation for his purported arrest, the attorney replied, “[o]h, you have no idea what you just got into, buddy, you have no idea. Welcome to my world. Now you’re my b\*\*\*h;” in mitigation, the Board considered the attorney’s lack of prior discipline in twenty-six years at the bar, his character letters, and his history of charitable ventures); In re Vincenti, 92 N.J. 591 (1983) (one-year suspension for attorney who displayed a pattern of abuse, intimidation, and contempt toward judges, witnesses, opposing counsel, and other attorneys; the attorney engaged in intentional behavior that included insults, vulgar profanities, and physical intimidation consisting of, among other things, poking his finger in another attorney’s chest and bumping the attorney with his stomach and then his shoulder).

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 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 Office of Attorney Ethics (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, the Board considered his unblemished career in twenty-nine years at the bar, and that he stipulated to his misconduct); 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); the Board 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 recordkeeping requirements; and failed to cooperate with disciplinary authorities).

For conduct involving dishonesty, fraud, deceit, or misrepresentation, the discipline typically ranges from a reprimand to a term of suspension, depending on the gravity of the offense, the presence of other unethical conduct, and aggravating or mitigating factors. See In re Mehta, 227 N.J. 53 (2016) (reprimand for an attorney who fabricated a letter to a former client and submitted it to disciplinary authorities, in violation of RPC 8.1(a) and RPC 8.4(c); in mitigation, the letter did not harm the client, the attorney had no prior discipline and readily admitted to misconduct by consenting to discipline), and In re Allen, 250 N.J. 113 (2022) (three-month suspension for an attorney who falsely represented to the OAE and to the Board that he had procured a settlement with a client, knowing he had not, in violation of RPC 3.3(a)(1) and RPC 8.4(c); the attorney also committed recordkeeping violations, failed to maintain required professional liability insurance, and failed to produce a number of records the OAE requested during its investigation, violations of RPC 1.15(d), RPC 5.5(a)(1), and RPC 8.1(b); prior admonition and censure).

In mitigation, respondent has no disciplinary history in more than ten years at the bar and has exhibited contrition for her misconduct by entering into a stipulation.

On balance, when considering the totality of respondent's misconduct, the Board found that the limited mitigation is insufficient to affect the Board's determination that a censure is the necessary quantum of discipline to protect the public and to preserve confidence in the bar. Additionally, the Board recommended the condition that, within sixty days of the Court's disciplinary Order in this matter, respondent complete a CLE course in legal ethics and professionalism, as approved by the OAE.

Enclosed are the following documents:

1. Notice of motion for discipline by consent, dated March 6, 2025.
2. Stipulation of discipline by consent, dated March 3, 2025.
3. Affidavit of consent, dated February 21, 2025.

4. Ethics history, dated May 22, 2025.

Very truly yours,

*/s/ Timothy M. Ellis*

Timothy M. Ellis  
Chief Counsel

TME/akg  
Enclosures

c: (w/o enclosures)  
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