SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 25-095
District Docket Nos. XIV-2023-0485E;
XIV-2023-0486E; XIV-2023-0487E;
XIV-2024-0073E; XIV-2024-0171E;
and XIV-2024-0446E

In the Matter of Santo V. Artusa, Jr.
An Attorney at Law

Decided
September 4, 2025

Certification of the Record

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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 certification of the record filed by the Office of Attorney Ethics (the OAE), pursuant to R. 1:20-4(f). The formal ethics complaint charged respondent with knowing misappropriation of entrusted funds, in violation of RPC 1.15(a) and the principles of In re Wilson, 81 N.J. 451 (1979), and In re Hollendonner, 102 N.J. 21 (1985), and with having violated RPC 1.1(a) (thirteen instances – engaging in gross neglect); RPC 1.3 (thirteen instances – lacking diligence); RPC 1.4(b) (fourteen instances – failing to communicate with a client); RPC 1.16(d) (twelve instances – failing to refund an unearned legal fee upon termination of the representation); RPC 5.5(a)(1) (eight instances – practicing law while suspended); RPC 8.1(b) (two instances – failing to cooperate with disciplinary authorities); RPC 8.4(b) (nine instances – committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer); RPC 8.4(c) (eleven instances – engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation); and RPC 8.4(d) (six instances – engaging in conduct prejudicial to the administration of justice).

For the reasons set forth below, we determine that there is insufficient evidence to conclude that respondent knowingly misappropriated entrusted funds. However, we recommend to the Court that he be disbarred for the totality of his remaining misconduct.

Ethics History

Respondent earned admission to the New Jersey bar in 2009. During the relevant timeframe, he maintained a practice of law in Jersey City, New Jersey. He has an extensive disciplinary history in New Jersey.

Artusa I

On May 6, 2021, the Court censured respondent, on a motion for discipline by consent, for having violated RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21-6); RPC 8.1(b); RPC 8.4(b); and RPC 8.4(c). In re Artusa, 246 N.J. 154 (2021) (Artusa I). In that matter, respondent failed to maintain an attorney trust account (ATA) from April 2015 through May 2018, and he issued sixteen bad checks, made payable to the Superior Court, in amounts ranging from $50 to $325, and totaling $3,353. In the Matter of Santo V. Artusa, Jr., DRB 20-184 (October 21, 2020) at 1. Thirteen of the checks were for amounts that constituted a fourth-degree crime, pursuant to N.J.S.A. 2C:21-

5(c)(3) ($200 to $999.99), and three were for amounts that constituted a disorderly person's offense, pursuant to N.J.S.A. 2C:21-5(c)(4) (less than $200). Id. at 2-3.

In determining that a censure was the appropriate quantum of discipline, we weighed, in mitigation, the fact that respondent's misconduct was not for pecuniary gain or other personal benefit. Id. at 5. He also stipulated to his misconduct, had been a member of the bar for eleven years, and had no prior discipline. Ibid. In aggravation, however, he repeatedly issued bad checks to the Superior Court. Ibid.

Artusa II

On September 13, 2023, the Court censured respondent for having violated RPC 1.15(d) and RPC 8.1(b). In re Artusa, 255 N.J. 355 (2023) (Artusa II). In that matter, which proceeded as a default, respondent failed to cooperate with the OAE's financial audit, which revealed multiple recordkeeping infractions, including (1) incurring debit balances in his ATA, (2) failing to prepare monthly three-way reconciliations, and (3) failing to properly maintain client ledgers and receipts and disbursements journals. In the Matter of Santo V. Artusa, Jr., DRB 22-209 (May 2, 2023) at 12-13.

In determining that a censure was the appropriate quantum of discipline for misconduct that, typically, is met with an admonition or reprimand, we weighed, in aggravation, respondent's heightened awareness of both his recordkeeping duties and his obligation to cooperate with disciplinary authorities, given the timing of his disciplinary proceeding underlying Artusa I. Id. at 17. We also considered, in aggravation, his failure to bring his records into compliance, despite the OAE's repeated efforts, and his failure to answer the formal ethics complaint, thereby allowing the matter to proceed as a default. Ibid.

As conditions to the discipline, the Court required respondent to (1) complete a recordkeeping course approved by the OAE, (2) bring his records into compliance with the Court Rules, and (3) provide the OAE monthly reconciliations of his attorney accounts, on a quarterly basis, for a two-year period.

Artusa III

On February 6, 2024, the Court reprimanded respondent for his violation of RPC 1.1(a) and RPC 1.3. In re Artusa, 256 N.J. 359 (2024) (Artusa III). In that matter, respondent accepted a $1,500 fee to file a guardianship application on behalf of his client's adult son, who was incapacitated, but then failed to

perform any meaningful work in furtherance of the representation. In the Matter of Santo V. Artusa, Jr., DRB 23-077 (September 27, 2023) at 20.

In determining that a reprimand was the appropriate sanction for conduct that typically is met with an admonition, we weighed, in aggravation, the harm respondent caused his client. Id. at 24. Although we acknowledged respondent's prior discipline, we did not consider it in aggravation because the misconduct preceded and minimally overlapped with the initial stages of the OAE's investigation in Artusa I. Id. at 24-26. In mitigation, we considered respondent's personal hardships, mental health struggles, and alcohol addiction. Id. at 27.

As conditions to the discipline, the Court required respondent to provide to the OAE (1) proof of his fitness to practice law, as attested to by an OAE-approved medical doctor, and (2) proof of his continued treatment for alcohol addiction.

Temporary Suspension Orders

Between August 2023 and August 2025, the Court issued eleven Orders temporarily suspending respondent from the practice of law for his repeated failure to comply with fee arbitration determinations awarded in his clients' favor by the District VI Fee Arbitration Committee (the FAC).

Specifically, on August 23, 2023, the Court issued three corrected Orders temporarily suspending respondent, effective August 21, 2023, for his failure to comply with three FAC determinations. In re Artusa, 254 N.J. 525 (2023) In re Artusa, 254 N.J. 526 (2023); In re Artusa, 254 N.J. 528 (2023).[1]

Two months later, on October 18, 2023, the Court issued two Orders temporarily suspending respondent, effective November 17, 2023, for his failure to comply with two FAC determinations. In re Artusa, __ N.J. __ (2023) (District Docket No. VI-2022-0001F, DRB 23-153), and In re Artusa, __ N.J. __ (2023) (District Docket No.VI-2022-0018F, DRB 23-161).[2]

Thereafter, on January 2, 2024, the Court issued four Orders temporarily suspending respondent, effective February 1, 2024, for his failure to comply with four FAC determinations. In re Artusa, __ N.J. __ (2024) (District Docket No. VI-2023-0002F, DRB 23-188); In re Artusa, __ N.J. __ (2024) (District Docket No. VI-2022-0017F, DRB 23-198); In re Artusa, __ N.J. __ (2024) (District Docket No. VI-2023-0007F, DRB 23-220); In re Artusa, __ N.J. __ (2024) (District Docket No. VI-2022-0019F; DRB 23-221).

[1] On July 21, 2023, the Court had issued three initial Orders temporarily suspending respondent, effective August 21, 2023, for failing to comply with the same three FAC determinations.

[2] Due to the absence of reporter citations, reference is made to the respective docket numbers.

Additionally, on February 12, 2024, the Court issued an Order temporarily suspending respondent, effective March 13, 2024, for his failure to comply with an FAC determination. In re Artusa, __ N.J. __ (2024) (District Docket No. VI-2023-0004F, DRB 23-275).

Finally, on August 29, 2025, the Court issued an Order temporarily suspending respondent, effective September 28, 2025, for his failure to comply with an FAC determination. In re Artusa, __ N.J. __ (2025) (District Docket No. VI-2023-0020F, DRB 25-069).

Artusa IV

On January 17, 2025, the Court suspended respondent for three months for his violation of RPC 1.3; RPC 1.4(b); RPC 1.4(c) (failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions about the representation); RPC 3.2 (failing to expedite litigation); and RPC 8.1(b). In re Artusa, 259 N.J. 523 (2025) (Artusa IV). In that matter, which proceeded as a default, respondent accepted a $1,500 fee to file a motion in connection with his client's pending divorce action but then failed to take meaningful steps in furtherance of the representation. In the Matter of Santo V. Artusa, Jr., DRB 24-108 (October 23, 2024) at 8-9. He thereafter ignored her repeated inquiries for updates. Id. at 9-10. He also failed to cooperate with the

District Ethics Committee's investigation of his misconduct. Id. at 10-11. In determining that a three-month suspension was the appropriate quantum of discipline, we weighed, in aggravation, respondent's burgeoning disciplinary history and continuing indifference toward his obligations to cooperate with disciplinary authorities. Id. at 21-22. As conditions to his discipline, the Court required respondent, upon his reinstatement, to practice law under the supervision of a proctor, for a two-year period.

Artusa V

On June 18, 2025, we issued a decision recommending that respondent receive a three-month suspension, in a default matter, for his willful failure to comply with R. 1:20-20 in connection with each of the Court's temporary suspension Orders. In the Matter of Santo V. Artusa, Jr., DRB 25-004 (Artusa V). Our decision in that matter is pending with the Court.

To date, respondent remains suspended pursuant to all eleven of his temporary suspensions and his January 17, 2025 disciplinary suspension.

We now turn to the matter currently before us.

Service of Process

Service of process was proper. On March 14 and 23, 2025, the OAE published notices, in the Star Ledger,[3] The Record, and Herald News,[4] respectively, (1) stating that the formal ethics complaint had been filed against respondent, (2) informing him that an answer to the complaint must be filed within twenty-one days of the date of the notices, and (3) directing him to contact the OAE to obtain a copy of the complaint.[5]

[3] The Star Ledger is a public newspaper with general circulation in multiple counties throughout New Jersey, including Hudson County.

[4] The Record and Herald News are public newspapers with general circulation in Bergen; Passaic; Essex; Hudson; and Morris counties.

[5] R. 1:20-7(h), governing service of process in disciplinary matters, states that service may be effectuated on respondent of any pleading by personal service, or by certified mail (return receipt requested) and regular mail, at the address listed in the New Jersey Lawyers' Diary and Manual or the address shown on the records of the Lawyers' Fund for Client Protection. Service on a respondent may also be made by serving respondent's counsel, if any, by regular mail or by facsimile transmission.

Although the disciplinary Court Rules do not expressly address service by publication, we and the Court previously have determined that service was proper, via publication notice, when service could not be accomplished via an attorney's address(es) of record. See, e.g., In the Matter of Rasheda Harmon, DRB 21-228 (March 29, 2022) (on a motion for reciprocal discipline, the OAE effectuated service of process via publication in the New Jersey Law Journal and the Philadelphia Inquirer), so ordered, __ N.J __ (2022), 2022 N.J. LEXIS 658; In the Matter of Daniel Ellis, DRB 04-429 (March 15, 2005) at 3-4 (in a default matter, service of the complaint was effectuated via publication notice in the New Jersey Law Journal and Star-Ledger, after the certified letters sent to the attorney's home address of record, as well as another address, were returned to the District Ethics Committee as undeliverable), so ordered, 183 N.J. 227 (2005); In the Matter of Carl C. Bowman, DRB 03-146 (August 27, 2003) at 2 (in a default matter, service of the complaint was effectuated via publication notice in the New Jersey Lawyer and the Press of Atlantic City, after the certified and regular mail addressed to respondent's home address of record were returned as undeliverable), so ordered, 178 N.J. 24 (2003).

As of April 22, 2025, respondent had not filed an answer to the complaint, and the time within which he was required to do so had expired. Accordingly, the OAE certified this matter to us as a default.

In its certification of the record, the OAE maintained that it had effectuated service of process by publication because, during August 13 and September 18, 2024 virtual demand interviews with respondent in connection with the investigation of this matter, he informed the OAE that he had no valid physical addresses and was temporarily staying at an "Air BNB," without the ability to receive mail.

On April 24, 2025, following a preliminary review of the certification of the record, the Office of Board Counsel (the OBC) sent the OAE a letter, with copies to respondent sent to his personal e-mail address and to his home address of record, directing the OAE to explain whether (1) it had attempted service via e-mail, and (2) if it was aware of any current valid physical addresses for respondent.

In its April 29, 2025 reply, the OAE stated that it previously had not attempted to effectuate service via e-mail because, during the investigation of this matter, respondent only "sporadically" confirmed having received e-mail messages. Nevertheless, the OAE indicated that, on April 25, 2025, it had sent respondent the formal ethics complaint, via e-mail, to his "iCloud.com" e-mail

address (the iCloud address). The OAE noted, however, that respondent had not confirmed receipt of the e-mail message and, following a nationwide records search, the OAE could not locate any valid physical addresses associated with respondent.

On May 2, 2025, the OBC directed the OAE to file a certification detailing its efforts to locate and communicate with respondent via appropriate methods.

In its certification of diligent efforts, the OAE maintained that, throughout the multiple investigations underlying this matter, respondent was "extremely difficult to communicate with" on a "consistent" basis. At the outset of the investigations, the OAE asserted that respondent "was elusive but would sporadically respond." Specifically, he "would communicate with different e-mail[] addresses and in different e-mail chains" to avoid confirming receipt of prior e-mail messages. At other times, respondent would send the OAE e-mails regarding unrelated fee arbitration matters.

During the August 13 and September 18, 2024 demand interviews, respondent informed the OAE that he had no permanent physical addresses, given that he had closed his law office and no longer had a home address. Respondent also told the OAE that he was staying temporarily at an "Air BNB" but "would not be there much longer" and, thus, could not receive mail at that location.

On October 2, 2024, following the demand interviews, the OAE spoke with respondent, via telephone, who claimed that the iCloud address was his only valid e-mail address and that he would acknowledge receipt of any messages sent to that address. Thereafter, although the OAE sent respondent correspondence to his iCloud address, he failed to acknowledge receipt of the OAE's e-mails.

On November 22, 2024, the OAE received a final e-mail message from respondent, from the iCloud address, regarding an unrelated fee arbitration matter. In his message, respondent claimed that he did "not have a set home right now." Although the OAE replied to respondent's message, the OAE received no further communications from respondent.

On May 2, 2025, the OAE conducted another nationwide records search, which did not reveal any valid physical addresses associated with respondent. Thereafter, between May 7 and 9, 2025, the OAE left voicemail messages for respondent, on his cellular telephone, directing him to contact the OAE. Respondent, however, failed to reply.

The OAE concluded that, because respondent had no valid physical addresses, service of the formal ethics complaint by publication and by e-mail was proper.

On May 27, 2025, following the OAE's certification of diligent efforts, Chief Counsel to the Board sent respondent a letter, by certified and regular mail, to his home address of record, and by electronic mail, to his e-mail addresses of record and to the iCloud address, informing him that this matter was scheduled before us on July 16, 2025, and that any motion to vacate the default (MVD) must be filed by June 16, 2025. One of the e-mail messages could not be delivered, and the certified and regular mail were returned as undeliverable.

Moreover, the OBC published a notice dated June 2, 2025 in the New Jersey Law Journal and on the New Jersey Courts website, stating that we would consider this matter on July 16, 2025. The notice informed respondent that, unless he filed a successful MVD by June 16, 2025, his prior failure to answer the complaint would remain deemed an admission of the allegations of the complaint.

On June 5, 2025, respondent sent the OBC an e-mail, from his law firm e-mail address that he claimed he had "recently reactivated," requesting a copy of the formal ethics complaint. The OBC provided the OAE with respondent's e-mail and, on that same date, the OAE sent respondent another copy of the formal ethics complaint – this time to his law firm e-mail address.

Respondent did not file an MVD.

Based on respondent's unique circumstances, including his apparent lack of valid physical addresses, we determine that the OAE properly effectuated service via e-mail and by publication.

Facts

We now turn to the allegations of the complaint.

The Kozakiewicz Client Matter (Count One)

In November 2023, the Bayonne Housing Authority (the Housing Authority) filed, in the Superior Court of New Jersey, Hudson County, an emergent application to evict a tenant, Jennifer Kozakiewicz.

On November 8, 2023, more than two months after the effective date of his August 21, 2023 temporary suspension, respondent's secretary sent the Housing Authority an e-mail noting that respondent represented Kozakiewicz and requesting that the Housing Authority contact respondent to discuss a possible resolution.

On November 9, 2023, respondent spoke, via telephone, with the Housing Authority's attorney and requested additional time for Kozakiewicz to vacate the premises.

Also on November 9, 2023, the parties appeared for a scheduled hearing

before the Honorable Michael A. Jimenez, J.S.C. During the proceeding, Kozakiewicz informed Judge Jimenez that respondent was unable to appear for the hearing. Counsel for the Housing Authority, in turn, informed the court of his conversation with respondent that had occurred earlier that same day. Judge Jimenez was aware of respondent's suspension and attempted, unsuccessfully, to call respondent from the bench. Following the proceeding, Judge Jimenez informed the Honorable Jeffrey R. Jablonski, A.J.S.C., of his concern that respondent was practicing law while suspended.

On November 30, 2023, following a referral from Judge Jablonski, the OAE docketed the matter for investigation. During the investigation, Kozakiewicz informed the OAE that, at some point, she had executed a retainer agreement with respondent to represent her in connection with her landlord tenant matter.[6]

During the August 13, 2024 demand interview, respondent admitted that he represented Kozakiewicz in connection with her "negotiations" with the Housing Authority. Respondent further conceded that, during the timeframe of the representation, he was aware of his suspended status.

The OAE charged respondent with having violated RPC 5.5(a)(1) by knowingly practicing law while suspended in connection with his representation

[6] Kozakiewicz was unable to locate the retainer agreement to provide to the OAE.

of Kozakiewicz. Similarly, the OAE charged respondent with having committed fourth-degree unauthorized practice of law, in violation N.J.S.A. 2C:21-22(a) and RPC 8.4(b).

The Cleveland Client Matter (Count Two)

In 2019, Bernadette Cleveland retained respondent in connection with her attempt to recover half of the funds associated with her former husband's retirement account. During the representation, Cleveland sent respondent numerous messages requesting updates on her case.

According to the e-mail messages contained in the record, which spanned from April 12, 2022 through June 29, 2023, respondent repeatedly sent vague replies to Cleveland's pleas for information. Specifically, on April 12, 2022, respondent informed Cleveland that, because his "flight [was] delayed," he was "unable" to participate in a "scheduled call." Nearly two months later, on June 1, 2022, respondent "thank[ed]" Cleveland for her message and claimed that he "str[o]ve to respond to everyone within 24 hours."[7] Thereafter, on June 7, 2022, respondent told Cleveland that he could not communicate with her because of a personal matter. Ten months later, on April 7, 2023, respondent "apologize[d]"

[7] Respondent's June 1, 2022 e-mail message appeared to have been an automatically generated reply.

to Cleveland for failing to return her telephone call and asserted, without support, that "all cases statewide are delayed but we are almost done." He further informed Cleveland that he had "submitted what I needed to and am waiting to hear back." On June 7, 2023, in reply to another inquiry from Cleveland, respondent claimed that he would "be spending a lot of time" on her matter "next week to get it closer to completion." Finally, on June 29, 2023, when Cleveland asked respondent whether he had "work[ed]" on her case, he replied that he was "almost done."

On October 3, 2023, having received no further messages from respondent since his June 29, 2023 e-mail, Cleveland filed an ethics grievance against him, citing his prolonged failure to communicate.

During the August 2024 demand interview, respondent claimed that it was "difficult" to obtain the results sought by Cleveland because her divorce had been finalized in 2019, years before his retention. He also conceded that he had received Cleveland's numerous messages, which he described as "exhausting." Finally, respondent admitted that, based on his purported unfamiliarity with R. 1:20-20, he failed to notify Cleveland of his suspension, as R. 1:20-20(b)(10) requires.

The OAE charged respondent with having violated RPC 1.4(b) by failing to keep Cleveland reasonably informed of the status of her matter or to

appropriately reply to her numerous requests for information.

The Hernandez Matrimonial Client Matter (Count Three)

Prior to the effective date of his August 21, 2023 temporary suspension, respondent represented Jose Hernandez in matrimonial litigation in the Superior Court of New Jersey, Hudson County. Maryana Restrepo, Hernandez's spouse, also was represented by counsel.

Following his temporary suspension, respondent continued to act as counsel for Hernandez, whom he failed to notify of his suspension, as R. 1:20-20(b)(11) requires. Specifically, on August 31, 2023, respondent sent Restrepo's attorney an e-mail claiming that Hernandez had received a settlement agreement and that he was "waiting for him" to execute that document. In his e-mail, respondent referred to himself as "Santo V. Artusa, Jr., Esq."

On September 11 and 20, 2023, Restrepo's attorney, who was unaware of respondent's suspension, sent e-mails to the Honorable Gary Potters, J.S.C., copying respondent, requesting the scheduling of a case management conference. On September 21, 2023, Judge Potters's secretary sent the parties an e-mail inquiring whether they were available for a case management conference on October 16. The next day, on September 22, respondent replied to Judge Potters's secretary, copying Restrepo's attorney, alleging that he was

available to attend the conference but claiming, "at the same time I believe we are settled. My client has been away on business but there was no indication from him that we could no proceed to complete this."[8]

At the time he sent his September 22, 2022 e-mail, however, respondent knew that the matter had not settled because Hernandez had unresolved questions and sought legal advice regarding the settlement agreement.

On October 4, 2023, Hernandez and Restrepo appeared before Judge Potters for a status conference, during which Hernandez testified that respondent had failed to notify him of his suspension and that he "need[ed] to be counseled" and had "questions" regarding the settlement agreement. On October 4, following the hearing, Judge Potters issued an order finding that respondent had failed to notify Hernandez of his suspension and referring respondent's conduct to the OAE for investigation. Judge Potters further directed Hernandez to secure new counsel within two weeks, if he sought to be represented.

During the September 18, 2024 demand interview, respondent conceded that he had failed to disclose his suspension to Hernandez and that he had communicated, via e-mail, to Restrepo's attorney and to Judge Potters's secretary, despite his suspended status.

[8] Throughout this decision, all typographical errors contained in the quoted correspondence by respondent are contained in his original correspondence.

The OAE charged respondent with having violated RPC 5.5(a)(1) and RPC 8.4(d) by practicing law while suspended in connection with his representation of Hernandez. Similarly, the OAE charged respondent with having committed fourth-degree unauthorized practice of law, in violation N.J.S.A. 2C:21-22(a) and RPC 8.4(b). Finally, the OAE charged respondent with having violated RPC 8.4(c) by misrepresenting to both Judge Potters and Restrepo's attorney that the matter had "settled."

The Fedai Client Matter (Count Four)

On August 14, 2023, one week before the effective date of his August 21, 2023 temporary suspension, Mariam Fedai contacted respondent to inquire whether he could assist her in filing for divorce. On August 15, 2023, respondent sent Fedai a proposed retainer agreement, which failed to disclose his impending suspension and required her to pay a $6,000 legal fee for the representation.

On August 17, 2023, Fedai executed the retainer agreement and, on August 18, paid respondent the $6,000 fee, via an electronic "cash transfer" from her personal bank account. Thereafter, respondent requested that Fedai provide him with various documents, including relevant tax returns.

On September 15, 2023, following her return from vacation, Fedai requested that respondent call her to discuss her matter. That same date,

respondent sent Fedai an e-mail offering to call her the next day. Following their telephone conversation, Fedai no longer felt "comfortable" having respondent act as her attorney. Consequently, on September 18, 2023, Fedai sent respondent an e-mail terminating the representation and instructing him to refund the $6,000 legal fee.

On September 19, 2023, having received no reply to her September 18 e-mail, Fedai sent respondent another message inquiring when he would issue a refund. In reply, respondent stated that "we go over all time sheets and billing at the end of each month. I regret that we are not going to Continue working together but you wish you . . . the best of luck and positive outcomes." Despite his suspended status, the signature line of respondent's e-mail referred to him as "Santo V. Artusa, Jr., Esq."

On October 1, 2023, based on respondent's ongoing failure to refund his unearned legal fee, Fedai sent him the following e-mail:

> Today is October 1st and I have not yet received my $6,000 deposit back. What seems to be the hold up? Please return the funds as promised as soon as possible. My initial request was made on Sept 18th – and I have sent you several reminders between that date and today's. This delay is totally unacceptable. I will be looking for the funds to be sent back to me via Zelle by tomorrow, Monday, Oct 2nd.
>
> [Ex.21.][9]

[9] Ex.1" through "Ex.37" refers to the exhibits appended to the formal ethics complaint.

Four days later, on October 5, 2023, respondent sent Fedai a reply e-mail, again utilizing the title "Esq.," and claiming that he was "very ill" and that the "fastest way to get the refund of money is to dispute it as I won't be back in for at least 10 days." Respondent also told Fedai that "if I find you owe something after I you receive tge 6k back I will invoice you but do that now do you get it's asap."

On October 8, 2023, Fedai replied to respondent as follows:

> Santo - I cannot "dispute" a cash transfer. I did not pay via credit card. I paid you a $6k retainer via cash transfer. There is no way . . . for me to "dispute" anything. It takes 2 minutes to go on your phone and send money via Zelle. I do not appreciate having to wait for the money I paid you. It takes the same amount of time to transfer the money to me as it did for you to write me the [October 5, 2023] e-mail below. If you would like me to drop by your office to help you, I will. Let me know.
>
> [Ex.21.]

More than two months later, on December 28, 2023, following respondent's failure to reply to Fedai's October 8 e-mail or to refund any portion of the unearned legal fee, Fedai sent respondent another e-mail stating that his failure to issue a refund was "completely unacceptable and unethical. I need you to acknowledge receipt of my [October 8, 2023] e-mail and send back the funds you owe me." Respondent, however, failed to comply. Thereafter, Fedai's substitute counsel attempted, unsuccessfully, to direct respondent to refund the

unearned fee.

Meanwhile, on December 28, 2023, Fedai filed an ethics grievance against respondent, citing his prolonged failure to disgorge the legal fee. However, in January 2024, Fedai arranged for her bank to provide a $6,000 "provisional credit" to her personal account.

During the September 2024 demand interview, respondent conceded that any legal work he had performed on Fedai's behalf occurred after his August 21, 2023 temporary suspension.

The OAE charged respondent with having violated RPC 1.1(a) and RPC 1.3 by grossly mishandling Fedai's matter. Further, the OAE charged respondent with having violated RPC 1.4(b) by failing to adequately reply to Fedai's requests for a refund. Similarly, the OAE charged respondent with having violated RPC 1.16(d) by altogether failing to refund any portion of the $6,000 legal fee to Fedai. Moreover, the OAE charged respondent with having violated RPC 5.5(a)(1), RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law), and RPC 8.4(d) by practicing law while suspended in connection with his representation of Fedai. Finally, the OAE charged respondent with having violated RPC 8.4(c) by failing, at the outset of the representation, to disclose his imminent temporary suspension to Fedai.

The Hernandez DWI Client Matter (Count Five)

In addition to representing Jose Hernandez in connection with his 2023 matrimonial matter described in count three of the formal ethics complaint, respondent simultaneously represented Hernandez in connection with a driving while intoxicated (DWI) matter.

Specifically, on March 13, 2023, approximately five months before the effective date of his August 21, 2023 temporary suspension, respondent sent the North Bergen Municipal Court (the municipal court) a letter indicating that he represented Hernandez and requesting "all the discovery associated with this matter."[10]

One month later, on April 12, 2023, the municipal court notified respondent of his obligation to appear for a May 9, 2023 virtual hearing concerning Hernandez's matter. However, on May 9, approximately forty minutes before the scheduled hearing, respondent sent the municipal court an e-mail requesting an adjournment of the hearing, citing personal reasons. The municipal court granted respondent's request.

Thereafter, between May 11 and 18, 2023, respondent sent the municipal court several e-mails requesting "the discovery" in connection with Hernandez's

[10] On March 8, 2023, Hernandez paid respondent a $2,750 retainer fee toward the representation, via credit card.

matter. Following his e-mails, respondent appeared to have received the relevant discovery.

On June 27, 2023, respondent, while in the lobby of the municipal court, requested an adjournment of a hearing scheduled for that same date, citing medical reasons. One month later, on July 25, 2023, respondent requested an additional adjournment of a scheduled hearing to allow his "expert" to "complete the review of the documents."[11]

On August 24, 2023, three days after the effective date of his August 21 temporary suspension, respondent sent Hernandez two e-mails advising him to obtain an expert in connection with his matter, which would cost $800. On August 25, 2023, having not received the expert fee from Hernandez, respondent sent him another e-mail inquiring whether he could "Apple Pay, cashapp, or make a card payment now so we can secure the expert? We need to get moving on that already which we spoke about." Hours later, on August 25, Hernandez paid respondent the $800 expert fee, via credit card.

On August 28, 2023, Hernandez sent respondent an e-mail inquiring whether he had received his $800 payment and retained the appropriate expert. The record before us is unclear whether respondent replied to Hernandez's message. Respondent, however, failed to retain the expert and performed no

[11] The outcome of respondent's adjournment requests is unclear based on the record before us.

additional legal work for Hernandez, who was forced to retain a new attorney to complete his matter.

During the September 2024 demand interview, respondent conceded that he had received the $800 payment from Hernandez but could not recall the purpose of those funds.

According to the formal ethics complaint, the OAE alleged that respondent, while suspended, acquired the $800 payment from Hernandez "under the false pretense" of utilizing those funds to retain an expert. The OAE also represented that respondent "spent the $800."

The OAE charged respondent with having violated RPC 1.1(a) and RPC 1.3 by grossly mishandling Hernandez's DWI matter. Further, the OAE charged respondent with having violated RPC 1.4(b) by purportedly failing to adequately reply to Hernandez's requests for a refund of the expert fee.[12] The OAE also charged respondent with knowing misappropriation of entrusted funds, in violation of RPC 1.15(a) and the principles of Wilson and Hollendonner, in connection with his receipt and use of Hernandez's $800 expert fee. Similarly, the OAE charged respondent with having violated RPC 8.4(c) by acquiring the $800 expert fee under false pretenses. Finally, the OAE charged respondent with

[12] Neither the formal ethics complaint nor the exhibits appended thereto indicate that Hernandez ever requested the issuance of a refund.

having violated RPC 5.5(a)(1), RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law), and RPC 8.4(d) by practicing law while suspended in connection with his representation of Hernandez.

The Client Protection Fund and FAC Referral Client Matters (Count Six)

The Y.L. Client Matter

On November 12, 2023, Y.L. retained respondent in connection with a domestic violence matter.[13] Following their initial consultation, Y.L. paid respondent a $1,000 retainer fee and a $175 consultation fee.

On November 14, 2023, Y.L. independently discovered respondent's suspended status and confronted him regarding his ability to practice law in New Jersey. In reply, respondent lied to Y.L. that his suspension had been "lifted." Thereafter, Y.L. directed respondent to provide proof of his reinstatement to the practice of law; respondent, however, could not comply. Consequently, on November 16, 2023, Y.L. terminated the representation and instructed respondent to refund her $1,175 legal fee. On December 28, 2023, following respondent's failure to refund the unearned legal fee despite Y.L.'s multiple requests, she filed a claim against respondent with the New Jersey Lawyers' Fund for Client Protection (the CPF).

[13] In view of the sensitive nature of Y.L.'s matter, we use initials to protect her anonymity. R. 1:38-3(c).

The Lyafwila Client Matter

In January 2023, Jessica Lyafwila retained respondent in connection with her desire to adopt her niece and nephew. Lyafwila agreed to provide respondent a $3,500 retainer fee to begin the representation. Between January 31 and June 27, 2023, Lyafwila made four payments to respondent, totaling $2,800, via credit card or electronic payment processing applications. Respondent, however, failed to perform any meaningful legal work on Lyafwila's behalf.

On July 26, 2023, respondent falsely informed Lyafwila that he had "filed" her adoption application with the Superior Court of New Jersey when, in fact, he had not. Respondent also requested that Lyafwila pay the balance of his retainer fee. Three days later, on July 29, 2023, Lyafwila made a $200 credit card payment to respondent.

Thereafter, between August 8 and 23, 2023, Lyafwila sent respondent multiple e-mails requesting updates on the status of her case. On August 24, 2023, respondent lied to Lyafwila again, claiming that the Superior Court had scheduled a hearing for October 26, 2023.

On October 4 and 5, 2023, Lyafwila requested that respondent provide details regarding the upcoming hearing, including whether she needed to "prepare" or "bring" anything to that purported proceeding. On October 11,

2023, respondent replied only that the "kids do not have to attend and I'm almost certain it will be virtual." Thereafter, between October 17 and 20, Lyafwila again requested that respondent provide details concerning the upcoming hearing. On October 24, 2023, respondent told Lyafwila that the scheduling hearing was merely a "status conference with judge and attorney to set the final date."

Between October 27 and November 13, 2023, Lyafwila sent respondent numerous e-mails seeking updates on the outcome of the purported October 26 status conference. During that timeframe, respondent replied only once to Lyafwila, on an undisclosed date, claiming that he would "update you next step and date to complete case. I'll update you this week before Wednesday end of day when I can view all my notes."

On November 22, 2023, Lyafwila sent respondent a text message requesting another update. In reply, respondent claimed that he had "one more status date in early January and then one date with us for judge to sign ordrr Ill send you that exact date of the status." Thereafter, between November 22 and December 14, 2023, Lyafwila directed respondent to provide additional details concerning her matter, including the name of the judge presiding over her case and the dates of the upcoming hearings. Respondent, however, failed to offer any meaningful information to Lyafwila. Rather, he lied to her yet again,

claiming that the Superior Court had scheduled a January 25, 2024 virtual status conference, in addition to a "second" hearing scheduled for a later date.

On February 25, 2024, Lyafwila contacted the Superior Court and discovered that respondent had failed to file an adoption petition on her behalf. Consequently, on June 10, 2024, Lyafwila filed a claim against respondent with the CPF, alleging that respondent's "dishonest conduct" caused her serious financial loss.

The Miceli Client Matter

In August 2021, John Miceli retained respondent in connection with a matrimonial matter. Between August 2021 and April 2022, Miceli issued ten money orders to respondent, totaling $8,700, in furtherance of the representation. Throughout the representation, respondent failed to provide Miceli with any invoices, as R. 5:3-5(a)(5) requires. Moreover, he failed to file any submissions with the Superior Court, despite informing Miceli that he had done so. Indeed, respondent, on "numerous" occasions, failed to appear in court on Miceli's behalf.

In early 2023, Miceli filed for fee arbitration and, on May 9, 2023, the FAC directed respondent to refund the entire $8,700 legal fee. Respondent, however, failed to comply with the FAC's determination, resulting in his

February 1, 2024 temporary suspension. Artusa, __ N.J. __ (District Docket No. VI-2023-0002F, DRB 23-188).

Meanwhile, on October 28, 2023, Miceli filed a claim against respondent with the CPF, alleging that respondent had failed to inform him that he had shuttered his law office.

The Munoz Client Matter

In April 2022, Richard Munoz retained respondent in connection with a child custody matter. On April 10, 2022, Munoz paid respondent a $3,500 legal fee, via an electronic payment processing application, in furtherance of the representation. Respondent, however, neither performed any meaningful legal work nor replied to Munoz's multiple requests for updates.[14] Consequently, on November 20, 2023, Munoz filed a claim against respondent with the CPF, citing his failure to perform any legal work.

The Ortiz and Poll Client Matter

On August 9, 2022, Myrtha Ortiz and her daughter, Haydee Poll, retained respondent in connection with a child support matter. On the same date, Ortiz

[14] The timeframe of Munoz's attempts at communication with respondent are unclear based on the record before us.

paid respondent a $1,000 legal fee, via credit card, in furtherance of the representation. Following his receipt of the $1,000 fee, respondent failed to perform any meaningful legal work for his clients and largely failed to reply to their numerous telephone messages.

On December 11, 2022, Poll sent respondent an e-mail requesting an update on her case, claiming that she had not heard from him and reminding him that he previously had told her that "everything" was "backed up." On December 22, 2022, respondent replied to Poll, claiming that "[e]verything is taking so long o can't stand it either. I keep Pushing for court dates. I will keep doing so and get us a date."

In or around April 2023, Poll requested that respondent refund the $1,000 legal fee. Respondent, however, refused to issue a refund and, on April 14, 2023, sent Poll the following e-mail in reply to her request:

> We already wasted hours submitting it, finding out when, contacting the court. It's big our fault it takes forever and we cannot simply give money back when we worked on it and it's taking forever! Something's are out of our control! We have cases that are taking a year! It's not our fault anyone tug says different is lying.
>
> [Ex.23.]

Following his April 14, 2023 e-mail, respondent made no further attempt to contact his clients. Consequently, on June 24, 2023, the clients filed a joint claim

against respondent with the CPF, maintaining that they could not locate respondent and experienced serious financial hardship as a result of his misconduct.

The Pelaez Client Matter

On July 28, 2022, Jorge Pelaez retained respondent in connection with a child custody matter. During their initial consultation, Pelaez informed respondent of the urgency of his matter, citing his concerns regarding his child's safety. On July 30, Pelaez paid respondent a $2,500 legal fee and provided him with additional information concerning his case. Respondent, however, failed to perform any meaningful legal work and "hardly" replied to Pelaez's numerous requests for updates.

On August 18, 2022, in reply to one of Pelaez's attempts at communication, respondent lied to his client, claiming that he had "filed documents" with the Superior Court and that a hearing likely would be held in September. Thereafter, between approximately August 30 and September 7, 2022, Pelaez repeatedly contacted respondent regarding the status of his case, including whether any "emergency order[s]" had been issued. On September 15, 2022, respondent promised to call Pelaez to discuss the matter. However,

following his September 15 message, respondent made no further attempt to communicate with Pelaez.

On September 21, 2022, Pelaez contacted the Superior Court and discovered that respondent had failed to file any submission on his behalf. Consequently, on October 3, 2022, Pelaez filed an ethics grievance against respondent, citing his "poor faith and essentially ta[king] my money" without providing any legal services.

Thereafter, in early 2023, Pelaez filed for fee arbitration and, on July 17, 2023, the FAC directed respondent to refund the entire $2,500 legal fee. Respondent, however, failed to comply, resulting in his March 13, 2024 temporary suspension. Artusa, __ N.J. __ (District Docket No. VI-2023-0002F, DRB 23-188).

Meanwhile, on March 9, 2024, Pelaez filed a claim against respondent with the CPF, alleging that respondent's conduct jeopardized his child custody matter and forced him to borrow money to retain a new attorney to pursue his case.

The Raghavendra Client Matter

In July 2022, Nancy Raghavendra retained respondent in connection with an ongoing matrimonial matter and a separate, ongoing criminal matter before

the North Bergen Municipal Court. Between July 20 and August 5, 2022, Raghavendra paid respondent a $15,000 legal fee for the matrimonial matter and a $4,500 fee for the criminal matter.

At the time of his retention, respondent knew that he was required to appear for an August 5, 2022 hearing concerning a motion filed by Raghavendra's husband connected to her matrimonial matter. Respondent, however, did almost no work in preparation for that hearing and required Raghavendra to prepare her own submissions in advance of that proceeding. Nevertheless, respondent appeared in court with Raghavendra in connection with the August 5 motion.[15]

Regarding Raghavendra's criminal matter, respondent failed to file a substitution of attorney with the municipal court, despite Raghavendra's multiple reminders.

On August 19, 2022, Raghavendra terminated the representation and directed respondent to refund the unearned legal fee. Raghavendra further informed respondent that she did not intend to pay any legal fees for "following up . . . regarding all the missed deadlines and scheduled [tele]phone calls." Additionally, Raghavendra directed respondent to return the evidentiary materials she had provided him in connection with the representation.

[15] The outcome of the August 5 motion hearing is unclear based on the record before us.

Respondent, however, failed to comply. Thereafter, on or around August 23, 2022, Raghavendra retained substitute counsel to complete the representation.

Meanwhile, between August 21 and September 19, 2022, Raghavendra sent respondent multiple messages directing that he promptly refund the unearned legal fee and return her evidentiary materials. In her September 19, 2022 e-mail to respondent, Raghavendra told him that his continued failure to comply with her instructions was "hurting me financially, let alone causing me anxiety, and my new lawyer is not able to know what is going on legally, nor able to catch up on what has been going on." Respondent ignored Raghavendra's message, prompting her to file for fee arbitration. On January 27, 2023, the FAC issued two determinations requiring respondent to refund the entire $19,500 legal fee. Artusa, __ N.J. __ (District Docket No. VI-2022-0017F, DRB 23-198), and Artusa, __ N.J. __ (District Docket No.VI-2022-0018F, DRB 23-161). Respondent, however, failed to comply, resulting in his temporary suspensions.

On March 19, 2024, Raghavendra filed a claim against respondent with the CPF, claiming that he "scammed" her by failing to refund his unearned legal fees.

The Salib Client Matter

In February 2020, Nasim Salib retained respondent to represent him in a

matrimonial matter. Between February 11 and July 14, 2020, Salib made three payments to respondent, totaling $2,000, in furtherance of the representation. Despite informing Salib that he had filed submissions with the Superior Court, respondent failed to perform any meaningful legal work on Salib's behalf. Moreover, throughout the representation, respondent repeatedly failed to reply to Salib's numerous messages for updates on his case. In mid-2021, Salib contacted the Superior Court and discovered that respondent had failed to file any submissions on his behalf.

In early 2023, Salib filed for fee arbitration and, on August 7, 2023, the FAC issued a determination requiring respondent to refund the entire $2,000 legal fee. Respondent, however, failed to comply, resulting in his February 1, 2024 temporary suspension. Artusa, __ N.J. __ (District Docket No. VI-2023-0007F, DRB 23-220).

Meanwhile, on December 8, 2023, Salib filed a claim against respondent with the CPF, citing his failure to perform any meaningful legal work on his behalf.

The Ray Client Matter

On July 2, 2024, nearly one year after the effective date of respondent's August 21, 2023 temporary suspension, Elliot Ray retained him in connection

with a child support matter. Between July 24 and August 2, 2024, Ray made three payments to respondent, totaling $1,250.

Throughout July and August 2024, Ray sent respondent numerous messages seeking updates on his case. Respondent, however, repeatedly "dodg[ed]" Ray's inquires and continued to ask Ray for additional legal fees.

On or around August 19, 2024, respondent last communicated with Ray, via telephone, claiming that he would "finish [Ray's] paperwork on that day or" the next. Thereafter, on that same date, Ray attempted to visit respondent's Jersey City law office and learned, from security personnel working in that building, that respondent had been suspended for almost a year and had shuttered his law office. Consequently, on August 20, 2024, Ray filed a claim against respondent with the CPF, citing his failure to perform any meaningful legal work and his suspended status.

The Ramos Client Matter

On June 25, 2023, Ashley Ramos retained respondent in connection with a child custody matter. Between June 28 and July 3, Ramos made two payments to respondent, totaling $3,000. Respondent, however, failed to perform any legal work for Ramos, who became "concerned" when he failed to answer many of her text messages or to appear for an August 8, 2023 scheduled telephone call.

Consequently, in late 2023, Ramos filed for fee arbitration and, on July 18, 2024, the FAC issued a determination requiring respondent to disgorge the entire $3,000 legal fee. Respondent, however, failed to comply resulting in the Court's issuance of his eleventh temporary suspension Order. Artusa, __ N.J. __ (2025) (District Docket No. VI-2023-0020F; DRB 25-069).

The OAE's Investigation of the Referred Client Matters

On April 19 and October 3, 2024, the CPF sent the OAE referrals concerning the numerous clients who had filed claims against respondent.[16] Meanwhile, on September 23, 2024, the OAE obtained, via subpoena, respondent's bank records, which revealed that, on May 9 and June 1, 2022, Bank of America had "force closed" respondent's respective ATA and attorney business account, both of which contained no funds.

On October 18, 2024, following respondent's August and September 2024 demand interviews, the OAE sent respondent a letter, via e-mail to the iCloud address, requiring that he appear for an additional demand interview on November 4, 2024. Respondent, however, failed to appear.

The OAE charged respondent with having violated RPC 1.1(a) and RPC

[16] On September 25, 2024, the OAE referred respondent's conduct to the Hudson County Prosecutor's Office for potential criminal action.

1.3 by grossly mishandling Y.L.'s; Lyafwila's; Miceli's; Munoz's; Ortiz and Poll's; Pelaez's; Raghavendra's; Salib's; Ray's; and Ramos's respective client matters. Further, the OAE charged respondent with having violated RPC 1.4(b) and RPC 1.16(d), respectively, by failing to adequately communicate with each of the clients or to refund his unearned legal fees upon termination of the representation. The OAE also charged respondent with having violated RPC 5.5(a)(1), RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law), and RPC 8.4(d) by practicing law while suspended in connection with his representation of Y.L., Lyafwila, and Ray. Additionally, the OAE charged respondent with having violated RPC 8.4(c) by lying to Y.L.; Lyafwila; Miceli; Ortiz and Poll; Pelaez; Salib; and Ray regarding either his authorization to practice law in New Jersey or the status of their respective matters. Finally, the OAE charged respondent with having violated RPC 8.1(b) by failing to appear for the November 4, 2024 demand interview.

The Ruiz-Martinez Client Matter (Count Seven)

In February 2021, Maria Ruiz-Martinez retained respondent to obtain an annulment of her marriage. At the outset of the representation, between February and March 2021, Ruiz-Martinez issued two payments to respondent, totaling $2,500, toward his retainer fee. Despite his failure to perform any legal work,

respondent continued, throughout the representation, to request additional legal fees from Ruiz-Martinez.

Specifically, on December 3, 2023 – more than three months after his August 21, 2023 temporary suspension – Ruiz-Martinez sent respondent a $150 payment based on his assertion that he required those funds to "move" her matter "along." Four weeks later, on December 31, 2023, Ruiz-Martinez sent respondent an additional $150 payment based on his claim that he had "lost [his] bank card."

On July 30, 2024, Ruiz-Martinez discovered respondent's suspended status, confronted him regarding his authorization to practice law in New Jersey, and instructed him to refund his legal fee if he was unable to continue the representation which, by that time, had languished for more than three years. In reply, respondent lied to Ruiz-Martinez, asserting that he was no longer suspended.

One month later, on August 30, 2024, Ruiz-Martinez sent respondent an additional $75 payment based on respondent's contention that he required those funds to "reinstate" her annulment petition. Following the $75 payment, respondent continued to lie to Ruiz-Martinez, claiming that he had filed "papers" to reinstate her matter with the Superior Court.

On September 14, 2024, Ruiz-Martinez filed a claim against respondent

with the CPF, alleging that he had failed to perform any work on her behalf.

On September 26, 2024, the OAE sent respondent a letter requiring him to provide a detailed written reply to Ruiz-Martinez's CPF claim by October 11. Respondent, however, failed to comply. Thereafter, he failed to appear for the scheduled November 4, 2024 demand interview concerning all the CPF claims referred to the OAE.

On November 22, 2024, respondent sent the OAE an e-mail stating that he "need[ed] to go back to work" and inquiring whether there was "a real path forward" from his numerous temporary suspensions resulting from his failure to comply with the FAC's determinations. Following that message, respondent made no further attempt to communicate with the OAE.

The OAE charged respondent with having violated RPC 1.1(a) and RPC 1.3 by failing to perform any legal work for Ruiz-Martinez during the more than three-year representation. Similarly, the OAE charged respondent with having violated RPC 1.4(b) and RPC 1.16(d), respectively, by failing to keep Ruiz-Martinez reasonably informed of the status of her matter or to refund the unearned legal fee upon termination of the representation. Further, the OAE charged respondent with having committed fourth-degree theft by deception, in violation of N.J.S.A. 2C:20-4 and RPC 8.4(b), by inducing Ruiz-Martinez to provide him additional legal fees following his August 2023 temporary

suspension, despite knowing that he could not perform legal services. The OAE also charged respondent with having violated RPC 5.5(a)(1) and RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law) by practicing law while suspended in connection with his representation of Ruiz-Martinez. Additionally, the OAE charged respondent with having violated RPC 8.4(c) by lying to Ruiz-Martinez regarding the status of her matter and his authorization to practice law in New Jersey. Finally, the OAE charged respondent with having violated RPC 8.1(b) by completely failing to cooperate with the disciplinary investigation concerning Ruiz-Martinez's client matter.

Analysis and Discipline

Violations of the Rules of Professional Conduct

Following our review of the record, we find that the facts set forth in the formal ethics complaint support most, but not all, of the charges of unethical conduct by clear and convincing evidence. Respondent's failure to file an answer to the complaint is deemed an admission that the allegations are true and that they provide sufficient basis for the imposition of discipline. R. 1:20-4(f)(1).

Notwithstanding that Rule, each charge in an ethics complaint must be supported by sufficient facts for us to determine that unethical conduct has

occurred. See In re Pena, 164 N.J. 222, 224 (2000) (the Court's "obligation in an attorney disciplinary proceeding is to conduct an independent review of the record, R. 1:20-16(c), and determine whether the [ethics] violations found by the [Board] have been established by clear and convincing evidence"); see also R. 1:20-4(b) (entitled "Contents of Complaint" and requiring, among other notice pleading requirements, that a complaint "shall set forth sufficient facts to constitute fair notice of the nature of the alleged unethical conduct").

The Kozakiewicz Client Matter

We determine that respondent violated RPC 5.5(a)(1) and RPC 8.4(b) by brazenly practicing law while suspended in connection with his representation of Kozakiewicz, in violation N.J.S.A. 2C:21-22(a).

It is well-settled that we may find a violation of RPC 8.4(b) even in the absence of any formal criminal convictions. See In re McEnroe, 172 N.J. 324 (2002) (the attorney was found to have violated RPC 8.4(b), despite not having been charged with or found guilty of a criminal offense), and In re Nazmiyal, 235 N.J. 222 (2018) (although the attorney was not charged with, or convicted of, violating New Jersey law surrounding the practice of debt adjustment, the attorney was found to have violated RPC 8.4(b)).

In New Jersey, a person who "knowingly engages in the unauthorized

practice of law" commits a fourth-degree crime, contrary to N.J.S.A. 2C:21-22(a)(1). In relevant part, a person criminally engages in the unauthorized practice of law if:

> (1) . . . [he] engaged in the practice of law;
>
> (2) . . . [he] knew he[] was engaged in the practice of law;
>
> (3) . . . [his] conduct was not authorized by law; and
>
> (4) . . . [he] knew that his[] conduct was not authorized by law.
>
> . . . .
>
> An individual is authorized to practice law if [he] has obtained a license to practice law issued by the Supreme Court of New Jersey and is in good standing at the time of the [alleged] conduct . . . .
>
> [Model Jury Charges (Criminal), "Unauthorized Practice of Law (Fourth & Third Degree) (N.J.S.A. 2C:21-22)" (approved June 10, 2013) (emphasis added).]

Here, respondent admitted to the OAE, during the August 2024 demand interview, that he was aware of his August 2023 temporary suspension. Nevertheless, he continued to represent Kozakiewicz, in November 2023, in connection with her landlord tenant matter before Judge Jiminez. Specifically, on November 9, 2023, respondent attempted to negotiate with counsel for the Housing Authority to allow Kozakiewicz additional time to vacate the premises.

Also on November 9, 2023, the parties (except for respondent) appeared before Judge Jiminez, who learned from the Housing Authority's attorney of respondent's earlier attempt to negotiate. During the proceeding, Judge Jiminez unsuccessfully attempted to call respondent from the bench, based on his concern that he was practicing law while suspended.

Although respondent did not appear before Judge Jiminez, his attempt to negotiate with the Housing Authority unquestionably demonstrates that he practiced law while suspended in connection with his representation of Kozakiewicz.

The Cleveland Client Matter

Additionally, we determine that respondent violated RPC 1.4(b) by repeatedly failing to adequately communicate with Cleveland concerning her post-judgment matrimonial matter involving her former spouse's retirement account.

Specifically, between April 2022 and June 2023, respondent made multiple excuses to Cleveland regarding his failure to properly reply to her inquiries. At times, he attributed personal matters, including cancelled flights, on his inability to communicate with Cleveland. On other occasions, he vaguely asserted to Cleveland that he (1) was "almost done," (2) "submitted what I

needed to and am waiting to hear back," or (3) was planning to "spend[] a lot of time" on her matter, without offering any meaningful details. Alarmingly, on one occasion, respondent appeared to have misrepresented to Cleveland that "all cases statewide are delayed."

Following his final June 29, 2023 e-mail message, in which he claimed that the representation was nearly complete, respondent made no further attempt to communicate with his client. However, respondent acknowledged to the OAE, during the August 2024 demand interview, that he had received Cleveland's messages, which he viewed as "exhausting," and that he had failed to notify Cleveland of his suspension, as R. 1:20-20(b)(10) requires.[17] In our view, respondent's protracted indifference toward his obligation to meaningfully communicate left his client in the dark concerning the status of her matter.

The Hernandez Matrimonial Client Matter

We also determine that respondent violated RPC 5.5(a)(1), RPC 8.4(b), RPC 8.4(d), and, by extension, N.J.S.A. 2C:21-22(a) (engaging in fourth-degree unauthorized practice of law), by representing Hernandez in connection with his matrimonial matter while suspended.

[17] The record before us is unclear whether respondent practiced law while suspended in connection with his representation of Cleveland.

Specifically, on August 31, 2023 – ten days after the effective date of his temporary suspension – respondent sent Restrepo's attorney an e-mail claiming that he was waiting for Hernandez to execute a settlement agreement. In his e-mail, respondent falsely held himself out as an attorney in good standing by referring to himself as "Santo V. Artusa, Jr., Esq."

Thereafter, on September 11 and 20, 2023, Restrepo's attorney requested that Judge Potters conduct a case management conference with the parties, including respondent. On September 22, respondent informed Restrepo's counsel and Judge Potters's secretary that he was available to attend the conference but falsely claimed, "at the same time I believe we are settled. My client has been away on business but there was no indication from him that we could no proceed to complete this." By his false statements to the Superior Court and his adversary, respondent violated RPC 8.4(c), given that he knew that the matter had not "settled," considering Hernandez's unresolved questions regarding the settlement agreement.

Following the October 4, 2023 status conference, Judge Potters issued an order finding that respondent had failed to notify Hernandez of his suspension. Although respondent did not appear before Judge Potters, his deception to the Superior Court, opposing counsel, and his client – while suspended – injected needless disruption and confusion into the matter by virtue of his failure to

comply with his obligations as a suspended attorney, in violation of RPC 8.4(d).

The Fedai Client Matter

We further determine that respondent practiced law while suspended, in violation of RPC 5.5(a)(1), RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law), and RPC 8.4(d) in connection with his representation of Fedai.

Specifically, on August 18, 2023, just three days before the effective date of his temporary suspension, respondent accepted a $6,000 retainer fee from Fedai to pursue her divorce. Respondent, however, violated RPC 8.4(c) by failing to disclose his imminent suspension to Fedai, who, only days earlier, had questioned respondent regarding his ability to accept the representation.

Thereafter, between August 18 and September 15, respondent obtained various documents from Fedai relevant to her divorce. However, following a September 15 telephone conversation with respondent, Fedai no longer felt "comfortable" having him act as her attorney. Consequently, on September 18, 2023, she terminated the representation and directed respondent to refund the unearned fee. Despite Fedai's repeated pleas for a refund, spanning between September 18 and December 28, 2023, respondent failed to disgorge any portion of the unearned fee, in violation of RPC 1.16(d). During that timeframe, respondent made numerous excuses to Fedai regarding the status of her refund,

claiming that he was "very ill" or suggesting that she "dispute" her $6,000 retainer payment with her bank. Respondent's total failure to refund the unearned fee persisted even after Fedai adamantly informed respondent that she could not "dispute a cash transfer."

However, we dismiss the remaining charges of unethical conduct relating to the Fedai client matter. Specifically, the record before us is unclear whether respondent lacked diligence or grossly mishandled the limited representation, spanning less than a month, during which he gathered documents from his client. Additionally, despite respondent's egregious failure to adequately communicate with Fedai regarding the status of her refund, we recently declined to find violations of RPC 1.4(b) when the attorney's failure to communicate occurred after the termination of the representation. See In the Matter of Thomas Martin Keely-Cain, DRB 20-034 (February 5, 2021) (finding that the attorney's failure to reply to requests to execute a substitution of attorney after the termination of the representation constituted a violation of RPC 1.16(d) but not RPC 1.4(b)).

On this record, given the lack of clear and convincing evidence that respondent mishandled the limited representation, and because his failure to communicate with Fedai regarding the status of her refund occurred after the termination of the representation, we dismiss the RPC 1.1(a), RPC 1.3, and RPC 1.4(b) charges.

The Hernandez DWI Client Matter

Additionally, we determine that respondent grossly mishandled Hernandez's DWI matter while suspended, in violation of RPC 1.1(a); RPC 1.3; RPC 5.5(a)(1); RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law); and RPC 8.4(d).

Specifically, on August 24 and 25, 2023 – mere days after respondent's temporary suspension – he repeatedly directed Hernandez to pay him an $800 fee to cover the cost of a purported expert in connection with his ongoing DWI matter. On August 25, Hernandez paid respondent the $800 fee and, three days later, on August 28, sent respondent an e-mail inquiring whether he had received that payment and retained the appropriate expert. Respondent, however, altogether failed to retain the expert, made no attempt to refund the $800 fee, and performed no additional legal work for Hernandez, who was forced to retain new counsel to complete his matter. In our view, respondent induced Hernandez to pay him the $800 fee under the false pretense that he would utilize those funds to retain an expert, when he had no genuine intent to do so, in violation of RPC 8.4(c).

However, we dismiss the remaining charges of unethical conduct. Specifically, the record before us contains no evidence that respondent failed to reply to Hernandez's purported requests for a refund of the expert fee, as the

OAE alleged.

Likewise, the record is devoid of any evidence that respondent either "spent the $800" expert fee, as the OAE contended, or otherwise utilized those entrusted funds for an unauthorized purpose, in violation of RPC 1.15(a) and the principles of Wilson and Hollendonner.

In Wilson, the Court described knowing misappropriation of client trust funds as follows:

> Unless the context indicates otherwise, "misappropriation" as used in this opinion means any unauthorized use by the lawyer of clients' funds entrusted to him, including not only stealing, but also unauthorized temporary use for the lawyer's own purpose, whether or not he derives any personal gain or benefit therefrom.
>
> [In re Wilson, 81 N.J. 455 n.1.]

The Wilson rule also applies to other funds that the attorney must hold inviolate, such as escrow funds. Hollendonner, 102 N.J. 21. In Hollendonner, the Court extended the Wilson disbarment rule to cases involving the knowing misappropriation of escrow funds. The Court noted the "obvious parallel" between client funds and escrow funds, holding that "[s]o akin is the one to the other that . . . an attorney found to have knowingly misused escrow funds will confront the [Wilson] disbarment rule." Id. at 28-29. As we opined in In the Matter of Robert H. Leiner, DRB 16-410 (June 27, 2017):

> [c]lient funds are held by an attorney on behalf, or for the benefit, of a client. Escrow funds are funds held by an attorney in which a third party has an interest. Escrow funds include, for example, real estate deposits (in which both the buyer and the seller have an interest) and personal injury action settlement proceeds that are to be disbursed in payment of bills owed by the client to medical providers.
>
> [Id. at 21.]

The Court agreed. In re Leiner, 232 N.J. 35 (2018).

Here, although respondent unquestionably failed to retain the expert, he was unable to recall the purpose of the $800 expert fee during the September 2024 demand interview. Moreover, the record before us contains no financial records demonstrating where respondent held those entrusted funds or whether he, ultimately, utilized the funds in an unauthorized manner.

Given the lack of clear and convincing evidence that respondent either (1) failed to reply to Hernandez's purported requests for a refund of the expert fee, or (2) engaged in any misappropriation of those entrusted funds, we dismiss the RPC 1.4(b) charge and the allegation that he violated RPC 1.15(a) and the principles of Wilson and Hollendonner.

The CPF and FAC Referral Client Matters

We also determine that respondent grossly mishandled (1) Lyafwila's; (2) Miceli's; (3) Munoz's; (4) Ortiz and Poll's; (5) Pelaez's; (6) Raghavendra's; (7)

Salib's; (8) Ray's; and (9) Ramos's respective client matters, in violation of RPC 1.1(a) and RPC 1.3. Specifically, respondent accepted legal fees from each of those clients and failed to perform any meaningful legal work on their behalf. Respondent's inaction (1) deprived Lyafwila of the opportunity to adopt her niece and nephew for more than a year; (2) needlessly delayed Miceli's, Munoz's, Ortiz and Poll's, Salib's, Ray's, and Ramos's respective matrimonial, child custody, and child support matters; (3) forced Pelaez to retain substitute counsel to pursue his urgent child custody matter in which he feared for his child's safety; and (4) required Raghavendra to prepare her own submissions in advance of her spouse's motion hearing concerning her matrimonial matter.

Similarly, respondent violated RPC 1.4(b) by failing to keep (1) Lyafwila; (2) Miceli; (3) Munoz; (4) Ortiz and Poll; (5) Pelaez; (6) Salib; (7) Ray; and (8) Ramos reasonably informed of the status of their respective matters and to reply to their numerous pleas for information. Specifically, respondent kept each of those clients in the dark concerning his inaction, even after many of them urgently requested updates.

However, we dismiss the charges that respondent violated RPC 1.1(a), RPC 1.3, and RPC 1.4(b) in connection with his representation of Y.L. Because that representation spanned only four days before Y.L. terminated respondent after discovering his suspended status, the record before us does not clearly and

convincingly demonstrate that he mishandled her matter or failed to communicate during that limited timeframe.

Likewise, we dismiss the charge that respondent violated RPC 1.4(b) in connection with his representation of Raghavendra. On August 19, 2022, Raghavendra terminated the representation, requested that respondent refund his unearned legal fee, and informed him that she would not pay any legal fees for "following up . . . regarding all the missed deadlines and scheduled [tele]phone calls." However, other than that general statement regarding her efforts to follow up with respondent, the limited record before us contains no evidence that he failed to reply to any of her potential communications or otherwise failed to keep her reasonably informed of the status of her matters.

Compounding his gross neglect and failure to communicate, respondent violated RPC 8.4(c) by lying to (1) Y.L.; (2) Lyafwila; (3) Miceli; (4) Ortiz and Poll; (5) Pelaez; (6) Salib; and (7) Ray concerning either the status of their respective matters or his authorization to practice law in New Jersey.

Specifically, on November 14, 2023, just two days after receiving Y.L.'s $1,000 retainer fee – and nearly three months after the effective date of his August 21, 2023 temporary suspension – Y.L. confronted respondent regarding his suspended status. Respondent, however, lied to Y.L., claiming that his suspension had been "lifted," in a feeble attempt to retain Y.L as a client. On

November 16, 2023, following respondent's inability to demonstrate that he had been reinstated to the practice of law, Y.L. terminated the representation.

Moreover, respondent repeatedly lied to Lyafwila; Miceli; Ortiz and Poll; and Pelaez, claiming that he either had filed submissions on their behalf with the Superior Court or that hearings had been scheduled in connection with their matters. In fact, respondent had failed to initiate any legal proceedings on behalf of those clients.

Additionally, respondent unquestionably engaged in dishonest conduct by accepting a $1,250 retainer fee from Ray nearly a year after the effective date of his temporary suspension. Ray, however, remained unaware of respondent's suspended status until he attempted to visit respondent's shuttered physical office, following his unsuccessful efforts to communicate with respondent.

Arguably, respondent's most egregious misconduct was his failure to disgorge his unearned legal fees after failing to perform any meaningful work on behalf of all ten clients referred for investigation by the CPF or the FAC, in violation of RPC 1.16(d). Specifically, in connection with each of the ten matters, respondent either abandoned the representation after receiving his clients' legal fees or simply ignored (or deflected) the clients' earnest pleas for a refund. Respondent's decision to abscond with his clients' unearned fees

forced them to seek recourse with the CPF or pursue fee arbitration.[18] However, despite the issuance of multiple adverse FAC determinations, his failure to disgorge any portion of his unearned fees persisted, resulting in his numerous temporary suspensions.

We further determine that respondent violated RPC 5.5(a)(1), RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law), and RPC 8.4(d) by practicing law while suspended in connection with his representation of Y.L., Lyafwila, and Ray.

Specifically, respondent began representing Y.L. nearly three months after the effective date of his August 21, 2023 temporary suspension and, within days of receiving her $1,000 retainer fee, lied to his client regarding his authorization to practice law. Similarly, respondent accepted a $1,250 retainer fee from Ray nearly a year after his temporary suspension. During that limited representation, respondent largely failed to reply to Ray's inquiries, and his last message to Ray promised to "finish" his "paperwork." Further, following his suspension, respondent repeatedly lied to Lyafwila, representing that he would

[18] On October 21, 2024, the CPF issued a news release warning the public of respondent's continued attempt to solicit clients while suspended. Several months later, on May 2, 2025, the CPF issued a second news release warning the public that respondent was contacting clients "online asking for money to work on various legal matters," despite his ongoing suspensions.

attend multiple scheduled hearings in connection with her adoption matter, despite his failure to perform any meaningful legal work.

Finally, respondent violated RPC 8.1(b) by failing to appear for the November 4, 2024 demand interview concerning his misconduct underlying these client matters.

The Ruiz-Martinez Client Matter

In addition, we determine that respondent violated RPC 1.1(a); RPC 1.3; RPC 5.5(a)(1); and RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law) by grossly mishandling Ruiz-Martinez's annulment matter while suspended from the practice of law. Specifically, in March 2021, Ruiz-Martinez paid respondent a $2,500 retainer fee in connection with her matter. Respondent, however, failed to perform any legal work on her behalf. Nevertheless, in December 2023, more than two-and-a-half years after he had allowed her matter to languish, he arranged for Ruiz-Martinez to pay him a total of $300, based on his claim that he required $150 to "move" her matter "along" and an additional $150 because he had "lost [his] bank card."

Several months later, in July 2024, Ruiz-Martinez independently discovered respondent's suspended status, confronted him regarding his authorization to practice law, and requested that he refund his legal fees if he

could not continue the representation. Rather than truthfully disclose his suspended status and his failure to perform any work on her behalf, respondent lied to Ruiz-Martinez, claiming that he was no longer suspended.

In August 2024, respondent continued to procure additional funds from his client, under false pretenses. Specifically, he arranged for Ruiz-Martinez to pay him $75 to "reinstate" her purportedly dismissed annulment petition, despite his total failure to institute any legal proceedings in the first place. Following his receipt of her $75 payment, respondent again lied to Ruiz-Martinez that he had filed a submission to reinstate her matter.

Respondent's efforts to procure additional fees from his client, while suspended, years after he had abandoned any genuine intent to pursue her matter, unquestionably violated RPC 8.4(c). In our view, respondent's actions also constituted fourth-degree theft by deception, in violation of RPC 8.4(b) and N.J.S.A. 2C:20-4.

In New Jersey, a person commits theft by deception if:

> (1) . . . [he] obtained the property of another;
>
> (2) . . . [he] purposely obtained the property by deception; and
>
> (3) . . . the victim relied upon the deception in parting with the property.
>
> . . . .

> A person deceives if [he] purposely creates or reinforces a false impression, including false impressions as to law, value, intention or other state of mind[.]
>
> . . . .
>
> Deception as to a person's intention to perform a promise cannot be inferred solely from the fact that [he] did not subsequently perform the promise.
>
> [Model Jury Charges (Criminal), "Theft By Deception (N.J.S.A. 2C:20-4)" (rev. April 15, 2013).]

Theft constitutes a fourth-degree crime if the amount involved is at least $200 but no more than $500. N.J.S.A. 2C:20-2(b)(3).

Applying these principles, we find that, following his temporary suspension, respondent acquired $375 from Ruiz-Martinez by deception. Specifically, he induced Ruiz-Martinez to part with her money based on a lie that he required those funds to continue working on her matter, despite having failed, for years, to perform any legal work in the first place. When viewed against the totality of his dishonest behavior permeating throughout this serious ethics matter, we conclude that respondent had no good faith intent to perform any legal work for Ruiz-Martinez when he acquired her $375 in purported fees following his suspension. Indeed, respondent lied to Ruiz-Martinez regarding his suspended status, to placate her concerns and, thus, facilitate his theft from his client.

Additionally, respondent violated RPC 1.4(b) by repeatedly masking his failure to perform any legal work for Ruiz-Martinez who, for years, remained unaware of the status of her matter or respondent's authorization to practice law. Similarly, respondent violated RPC 1.16(d) by altogether failing to refund any portion of his unearned, illicitly obtained fees.

Finally, respondent violated RPC 8.1(b) by failing to cooperate with the OAE's efforts to investigate his misconduct. Specifically, he failed to reply to the OAE's September 26, 2024 letter requiring him to provide a detailed written explanation concerning Ruiz-Martinez's CPF claim. Thereafter, he failed to appear for the November 4, 2024 demand interview.

In sum, we find that respondent violated RPC 1.1(a) (eleven instances); RPC 1.3 (eleven instances); RPC 1.4(b) (ten instances); RPC 1.16(d) (twelve instances); RPC 5.5(a)(1) (eight instances); RPC 8.1(b) (two instances); RPC 8.4(b) (nine instances); RPC 8.4(c) (eleven instances); and RPC 8.4(d) (six instances).

We dismiss, for lack of clear and convincing evidence, the allegation that respondent knowingly misappropriated entrusted funds in connection with the Hernandez DWI client matter, in violation of RPC 1.15(a) and the principles of Wilson and Hollendonner.

For the reasons set forth above, we also dismiss the allegation that respondent violated RPC 1.1(a), RPC 1.3, and RPC 1.4(b) in connection with the Fedai and Y.L. client matters. Finally, we dismiss the allegation that respondent violated RPC 1.4(b) in connection with the Raghavendra and the Hernandez DWI client matters.

The sole issue left for determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

The crux of respondent's conduct in this matter was his victimization of numerous clients from whom he accepted legal fees – often while suspended – and failed to perform any meaningful work on their behalf. To ensure the success of his scheme, respondent repeatedly lied to his clients regarding the status of their matters or his authorization to practice law in New Jersey. He also ignored or continued to lie to his clients in response to their earnest requests for refunds. Indeed, respondent's failure to reimburse his clients persisted even after the issuance of eleven adverse FAC determinations (and resulting temporary suspension Orders) requiring him to disgorge his ill-gotten legal fees. His conduct also forced many of his clients to seek recourse with the CPF, alleging

that they were "scammed," experienced serious financial hardship, or were the victims of his dishonesty.

Sadly, this is not the first time we have confronted such egregious circumstances. In In re Spagnoli, 115 N.J. 504 (1989), the attorney accepted retainers from fourteen clients, over a three-year period, without any intention of performing services for them. Spagnoli lied to the clients, assuring them that their cases were proceeding. After neglecting their cases to the point that judgments had been entered against his clients, Spagnoli ignored their efforts to contact him by telephone. To explain his prior failure to appear in court, he lied to a judge. Afterward, Spagnoli failed to cooperate in the disciplinary process.

The Court expressly adopted our findings and recommendation that Spagnoli be disbarred:

> "[Spagnoli] did not act with gross negligence alone. He acted with malice. The record reveals that, in the majority of the matters, [Spagnoli] never intended to take any action to safeguard his clients' interests from the outset of the representation. This is not the case where the attorney undertakes the representation, receives a retainer, files the initial pleadings and subsequently loses interest in the matter. Here, [Spagnoli] accepted the clients' money, promised to take legal action in their behalf, induced the clients to rely on his promise, all the while never intending to take any steps whatsoever to protect the clients' property – and in some cases liberty – to the clients' great detriment. [Spagnoli] did not only abandon his clients. He defrauded them.

. . . .

> [Spagnoli's] repetitive, unscrupulous acts reveal not only a callous disregard for his responsibilities toward his clients and disdain for the entire legal system, but a deficiency in his character. He embarked on a predetermined course of conduct designed to defraud those who sought his legal protection, entrusting him with their property and freedom alike, namely, his clients. . . The Board concludes that the record shows that [Spagnoli's] conduct is incapable of mitigation. A lesser sanction than disbarment will not adequately protect the public from this attorney, who has amply demonstrated that his 'professional good character and fitness have been permanently and irretrievably lost.' In re Templeton, 99 N.J. 365, 376 (1985)."
>
> [Id. at 517-18 (quoting In the Matters of James V. Spagnoli, DRB 87-106; 87-107; 87-108; 87-109; 87-110; 87-111; 87-112; 87-113; 87-114; 87-115; 87-116; 88-51; 88-52; 88-53; 88-54 (August 17, 1988) at 18, 21).]

Similarly, in In re Moore, 143 N.J. 415 (1996), the attorney accepted retainers in two matters and then failed to take any action on behalf of his clients. Although he agreed to refund one of the retainers and was ordered to do so after a fee arbitration proceeding, he retained the funds and then disappeared. Subsequently, Moore failed to cooperate with the disciplinary investigation. In recommending disbarment, we observed:

> It is unquestionable that [Moore] holds no appreciation for his responsibilities as an attorney. He has repeatedly sported a callous indifference to his clients' welfare, the judicial system and the disciplinary process . . . The Board can draw no other conclusion but that [Moore] is

> not capable of conforming his conduct to the high standards expected of the legal profession.
>
> [In the Matter of John A. Moore, DRB 95-163 (December 4, 1995) at 8-9.]

More recently, in In re Stack, 257 N.J. 178 (2024), the Court disbarred an attorney, in a default matter, who had demonstrated a consistent and disturbing trend of deserting clients, practicing law while suspended, and refusing to reply to disciplinary authorities seeking to address his conduct. In that matter, Stack accepted legal fees from his clients, failed to perform any legal work, and ignored the clients' repeated pleas for information. Thereafter, he declined to refund his unearned retainer fee, shuttered his law office without notifying his clients, and made no attempt to cooperate in the disciplinary process.

In recommending Stack's disbarment, we weighed, in aggravation, the fact that his conduct resulted in his fifth consecutive default, within a two-year timeframe, and his seventh consecutive disciplinary investigation, within a three-year timeframe, that he had elected to completely ignore. In the Matter of Robert James Stack, DRB 23-149 (December 21, 2023) at 29. We also observed that Stack had not taken a single step to protect his law license and, alarmingly, even practiced law without it, on multiple occasions. Ibid. The Court disbarred Stack following his failure to appear for an Order to Show Cause.

Like Spagnoli, who defrauded more than a dozen clients during a three-

year period, respondent, for years, accepted legal fees from numerous clients, without any good faith intent to perform adequate legal work on their behalf. In furtherance of his scheme, respondent embarked upon an unrelenting course of dishonesty toward his clients, some of whom he continued to defraud long after he had allowed their matters to languish for months or years. Alarmingly, respondent continued to steal from Ruiz-Martinez even after participating in the OAE's August 13, 2024 demand interview. Moreover, like Stack, he brazenly ignored the Court's temporary suspension Orders by continuing to accept legal fees from clients, who remained unaware of his suspension.

Respondent's misconduct resulted in serious financial harm to his clients, who trusted him to act, in good faith, as their attorney, oftentimes in connection with their urgent or inherently sensitive family law matters. See In the Matters of Mary Elizabeth Lenti, DRB 20-260 and DRB 20-273 (June 30, 2021) (finding, as an aggravating factor, the egregious harm the attorney caused to her multiple family law clients with sensitive matters). Viewing respondent's misconduct in its totality, we find that his modus operandi was clear – he accepted fees from clients, failed to perform any meaningful work, and refused to refund his ill-gotten fees, despite his clients' repeated requests and the Court's issuance of eleven temporary suspension Orders for his failure to comply with FAC determinations.

Compounding his disturbing trend of mistreating clients, respondent failed, despite numerous opportunities, to adequately cooperate in the OAE's disciplinary investigation encompassing this matter. See In re Brown, 248 N.J. 476 (2021) (in aggravation, we described the attorney's obstinate refusal to participate, in any way, in the disciplinary process across five client matters as "the clearest of indications that she ha[d] no desire to practice law in New Jersey;" we recommended the attorney's disbarment based, in part, on her utter lack of regard for the disciplinary system with which she was duty-bound to cooperate but rebuffed at every turn). Indeed, like Stack, this matter represents respondent's fourth consecutive default, within a two-year timeframe, and his sixth consecutive disciplinary matter, within a four-year timeframe, in which he repeatedly has (1) refused to cooperate with disciplinary authorities, (2) mistreated clients, and (3) ignored the Court's numerous temporary suspension Orders.

Finally, respondent failed to file an answer to the formal ethics complaint and allowed this matter to proceed as a default, demonstrating his disinterest in maintaining his law license and in participating in the disciplinary process underlying this serious ethics matter. See In re Kivler, 193 N.J. 332, 342 (2008) (an attorney's "default or failure to cooperate with the investigative authorities operates as an aggravating factor, which is sufficient to permit a penalty that

would otherwise be appropriate to be further enhanced").

Conclusion

In sum, respondent's ongoing victimization of his clients, refusal to comply with the Court's multiple temporary suspension Orders, and indifference toward the disciplinary process demonstrates that he is a danger to the public and "'[in]capable of meeting the standards that must guide all members of the profession.'" In re Cammarano, 219 N.J. 415, 421 (2014) (quoting In re Harris, 182 N.J. 594, 609 (2005)). Thus, consistent with disciplinary precedent, and to protect the public from his ongoing dangerous practices, we recommend to the Court that respondent be disbarred.

Vice-Chair Boyer and Members Hoberman and Petrou were 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 Santo V. Artusa, Jr.
Docket No. DRB 25-095

Decided: September 4, 2025

Disposition: Disbar

Members	Disbar	Absent
Cuff	X	
Boyer		X
Campelo	X	
Hoberman		X
Menaker	X	
Modu	X	
Petrou		X
Rodriguez	X	
Spencer	X	
Total:	6	3

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