

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. 25-142
District Docket No. XIV-2023-0473E

In the Matter of Edward F. Christopher
An Attorney at Law

Decided
November 24, 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 having violated RPC 1.4(b) (failing to communicate with a client); RPC 1.5(b) (failing to set forth, in writing, the basis or rate of the legal fee); RPC 1.15(b) (failing to promptly disburse funds); RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21-6); and RPC 8.1(b) (two instances – failing to cooperate with disciplinary authorities).¹

On August 25, 2025, respondent filed a motion to vacate the default (MVD), which we denied on September 19, 2025. For the reasons set forth below, we determine that a reprimand, with conditions, is the appropriate quantum of discipline for respondent’s misconduct.

¹ Due to respondent’s failure to file an answer to the formal ethics complaint, and on notice to him, the OAE amended the complaint to include the second RPC 8.1(b) charge.

Ethics History

Respondent earned admission to the New Jersey bar in 1974 and to the New York bar in 1975. He has no prior discipline. During the relevant timeframe, he maintained a practice of law in Red Bank, New Jersey.

Service of Process

Service of process was proper. On March 11, 2025, the OAE sent a copy of the formal ethics complaint, by certified and regular mail, to respondent's office address of record.² The letter sent by certified mail was returned to the OAE as "unclaimed." The regular mail was not returned to the OAE.

On March 30, 2025, respondent contacted the OAE and left two voicemail messages, seeking confirmation that his answer to the complaint was due on April 1, 2025 and requesting an extension of time to allow him to retain counsel and file an answer to the complaint. The next day, the OAE confirmed, via e-mail, that his answer currently was due on April 1 but granted an extension to April 22, 2025.

On May 6, 2025, the OAE sent a second letter, by certified and regular mail, to respondent's office address of record, with an additional copy sent by

² Although the certification of the record states that the letter only was sent via certified and regular mail, it appears from the face of the letter itself that it also was sent via electronic mail to respondent's e-mail address of record.

electronic mail, to his e-mail address of record. The letter informed respondent that, unless he filed a verified answer within five days of the date of the letter, the allegations of the complaint would be deemed admitted, the record would be certified to us for the imposition of discipline, and the complaint would be deemed amended to charge a willful violation of RPC 8.1(b) by reason of his failure to answer. The regular mail was not returned. The record does not indicate if the certified mail was returned to the OAE or the status of the electronic delivery.

As of June 5, 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.

On August 4, 2025, Chief Counsel to the Board sent a letter to respondent, by certified and regular mail, to his office address of record, with an additional copy sent by electronic mail, to his e-mail address of record, informing him that this matter was scheduled before us on September 18, 2025, and that any MVD must be filed by August 25, 2025. The same date, the Office of Board Counsel (the OBC) received a receipt indicating that delivery to respondent's e-mail address was complete. According to the United States Postal Service tracking system, the letter sent by certified mail was not picked up from the Red Bank Post Office. The regular mail was not returned to the OBC.

Moreover, the OBC published a notice dated August 11, 2025 in the New Jersey Law Journal and on the New Jersey Courts website, stating that we would consider this matter on September 18, 2025. The notice informed respondent that, unless he filed a successful MVD by August 25, 2025, his prior failure to answer the complaint would remain deemed an admission of the allegations of the complaint.

On August 25, 2025, respondent submitted an MVD for our consideration, consisting of a letter brief setting forth his reasons for failing to answer the ethics complaint and requesting that the matter proceed to a hearing. As noted above, on September 19, 2025, following our review of respondent's MVD, we issued a letter denying that motion.

Facts

We now turn to the allegations of the complaint.

In 2019, the Shadow Lake Village Condominium Association (Shadow Lake), where Adwina Arends lived and owned a condo, made repairs to the fence dividing the outside of her unit from her neighbor's unit. During the repairs, Adwina's fence was relocated "several feet" into her yard. John Arends, Adwina's son, was present during the repairs and engaged in a dispute with

workers regarding the location of the fence, leading to Shadow Lake issuing Adwina both a violation and a notice to cease and desist.³

On the recommendation of John, Adwina retained respondent to represent her in the dispute with Shadow Lake. John and respondent had a personal relationship through respondent's former secretary. Despite that relationship, respondent previously had not represented either John or Adwina. John directly participated in respondent's representation of Adwina, including paying respondent approximately \$2,500, in cash, toward the representation. Despite having not previously represented Adwina, respondent failed to memorialize, in writing, the basis or rate of his fee. Further, he failed to provide John or Adwina with a receipt for the cash payment or to otherwise document his receipt and deposit of the \$2,500 in any receipts journal.

On May 31, 2019, respondent sent a letter to counsel for Shadow Lake, urging that the fence be returned to the original location and that the violation be rescinded. Between May 31 and June 28, 2019, respondent and Shadow Lake's counsel exchanged correspondence setting forth their respective positions. However, they were unable to resolve the dispute informally.

³ Because Adwina and John share a last name, we refer to them by their first names in our decision. No disrespect is intended by the informality.

Consequently, on May 4, 2021, respondent filed a civil complaint against Shadow Lake and, prior to a trial, the parties mediated that matter. On March 7, 2022, respondent, Adwina, and Shadow Lake representatives appeared virtually for mediation with the Honorable Frank A. Buczynski, Jr. (Ret.), and a settlement was reached, in principle, in favor of Adwina. Specifically, Shadow Lake, upon approval of their board, would pay her \$22,500 to resolve the case.⁴

Between April 8 and April 14, 2022, respondent engaged with Shadow Lake representatives to negotiate the final language of the settlement agreement. During this period, a virtual meeting occurred between respondent and Shadow Lake attorneys, without Adwina present. However, on April 13, 2022, respondent met with Adwina to discuss the final settlement agreement, which they executed on April 18, 2022. On April 19, 2022, the settlement was finalized in favor of Adwina, resolving the dispute and dismissing the pending litigation. On June 14, 2022, the Shadow Lake board approved the \$22,500 settlement.

On July 22, 2022, respondent had not received payment from Shadow Lake. Consequently, he sent a letter to the Honorable Joseph P. Quinn, J.S.C., requesting a conference in lieu of a motion to enforce the settlement, asserting that Shadow Lake had not timely submitted the required settlement payment. Four days later, on July 26, 2022, Shadow Lake issued a \$22,500 check to

⁴ John was out of the country at the time and did not attend the mediation.

respondent. On August 2, 2022, respondent deposited the check in his attorney trust account (ATA) and, three days later, disbursed a \$9,000 legal fee to himself.

Respondent failed to maintain a client ledger card for Adwina. Thus, he documented neither his receipt nor his disbursement of her settlement funds, failed to provide her with a settlement statement or confirmation of his fee, and failed to provide her with a billing statement or explanation of his fee. In fact, respondent wholly failed to notify Adwina of his receipt and deposit of the settlement funds; rather, Shadow Lake ultimately informed Adwina that respondent had received the settlement funds. Respondent claimed that John was “concerned about fees” but “because of the Client’s situation [they] never signed a retainer agreement.” He further alleged that his fee of \$9,000 was “somewhat less than Judge Buczynski’s valuation of services [provided during mediation].”⁵

After learning from Shadow Lake that respondent had received Adwina’s settlement funds, the Arends unsuccessfully attempted to contact him. On May 15, 2023, nine months after receiving the settlement funds, respondent met with

⁵ Of note, Judge Buczynski, in an e-mail to the OAE, refuted having discussed respondent’s fee at mediation. Specifically, he stated he “do[es] not recall discussing with [grievant] her fee arrangement . . . I do not know how much time [respondent] worked on the file, what he ultimately charged, how he calculated his final fees or what arrangements made.”

the Arends to discuss the settlement distribution and his fee. During that conversation, respondent agreed to reduce his fee from \$9,000 to \$6,000.⁶

That same date, respondent issued a \$13,500 ATA check to Adwina, with an agreement to pay the remaining \$3,000 (representing his reduced fee) within thirty days. Respondent did not immediately have the funds in his ATA to cover the remaining \$3,000, since he previously had disbursed \$9,000 to himself as his original fee. Respondent failed to pay Adwina the \$3,000 within thirty days; consequently, on November 2, 2023, she filed the ethics grievance underlying this matter. On January 28, 2024, respondent submitted his written reply to the grievance, asserting that it should be dismissed because “there are no ethics violations.” Three months after Adwina filed her grievance, and one month after filing his response, on February 22, 2024, respondent paid Adwina the remaining \$3,000.

On August 30, 2024, the OAE directed respondent to provide a complete accounting of his books and records for the period from July 1, 2022 through the date of the letter. Respondent, however, failed to reply. Consequently, on September 20, 2024, the OAE sent him a follow-up letter and, on September 27,

⁶ The OAE concluded that respondent’s original fee of \$9,000 was not unreasonable and, therefore, not violative of RPC 1.5(a). Further, the OAE asserted that it had declined to charge respondent with knowing misappropriation of client funds based on his withdrawal of the \$9,000 fee without first confirming with his client. In the OAE’s view, respondent had a reasonable good faith belief in his entitlement to the funds, citing In re Cotz, 183 N.J. 23 (2005).

granted his request for an extension to September 28, 2024. Despite the extension, respondent failed to produce his records to the OAE.

The OAE scheduled a demand audit for October 18, 2024 at which respondent was required to produce his outstanding financial records. On that date, prior to attending the audit, respondent submitted to the OAE his ATA statements for April through September 2024, excluding the month of June. Respondent also provided a ledger card for Adwina and related ATA checkbook pages. During the demand audit, respondent:

- Acknowledged his participation in the previous, 2022 random audit,
- Recalled that he was cited for several recordkeeping deficiencies, and
- Acknowledged he had not been completing all required recordkeeping requirements for the last five to seven years.

Moreover, respondent specifically admitted that he had failed to maintain:

- Monthly ATA receipts and disbursements journals,
- Monthly ATA three-way reconciliations, and
- Monthly attorney business account (ABA) receipts and disbursements journals.

As noted, respondent acknowledged previously having participated in a random audit with the OAE, on July 20, 2022. During that audit, the OAE

identified recordkeeping deficiencies relating to his ATA and ABA, informed respondent of those deficiencies,⁷ and provided him with their “Outline of Recordkeeping Requirements under RPC 1.15 and R. 1:21-6.” Following the audit, respondent certified to the OAE that he would (1) “maintain a schedule of client’s ledger account monthly in addition to his completed revision of existing client ledger cards,” and (2) “revise his attorney trust receipts and disbursement journals to include description[s].” Further, he acknowledged that “all trust accounts and records must be maintained for the period of seven years.” On November 29, 2022, having received respondent’s certification, the OAE closed the random audit.

Almost two years later, following the 2024 demand audit, the OAE again provided respondent with a list of identified recordkeeping deficiencies and another copy of its recordkeeping outline. Specifically, the deficiencies included: (1) failing to maintain ATA receipts and disbursements journals, as R. 1:21-6(c)(1)(A) requires; (2) failing to maintain ABA receipts and disbursements journals, as R. 1:21-6(c)(1)(A) requires; (3) failing to maintain monthly ATA reconciliations, as R. 1:21-6(c)(1)(H) requires; (4) inactive ATA balances, in violation of RPC 1.15(b); and (5) improper image processed ABA checks, contrary to R. 1:21-6(b).

⁷ The record before us does not indicate what deficiencies were identified during the random audit.

The OAE directed that respondent provide all previously requested documents by November 7, 2024. On November 18, 2024, respondent requested another extension to provide all documents, which the OAE granted on a rolling basis, with an initial due date of December 2 and the final due date on December 6, 2024. Respondent, however, failed to comply. As of June 5, 2025, respondent had neither provided any further documentation nor further communicated with the OAE.

Based on the foregoing facts, the OAE charged respondent with having violated RPC 1.4(b) by failing to keep Adwina reasonably informed about the status of her matter, including by failing to inform her that he had received the settlement funds. Further, respondent failed to reply to her attempts to contact him about his receipt of the settlement funds. Next, the OAE alleged that respondent violated RPC 1.5(b) by failing to memorialize, in writing, the basis or rate of the fee. The OAE further alleged that respondent violated RPC 1.15(b) by failing to promptly inform Adwina of his receipt of the settlements funds and, further, by failing to deliver those funds to her for more than nine months. The OAE alleged that respondent violated RPC 1.15(d) by failing to comply with the recordkeeping requirements of R. 1:21-6, and RPC 8.1(b) by failing to fully cooperate with the OAE's demands for information and documents.

Additionally, based on respondent's failure to file an answer to the formal ethics complaint, the OAE amended the complaint to charge him with having committed a second violation of RPC 8.1(b).

Motion to Vacate the Default

As previously mentioned, on August 25, 2025, respondent filed an MVD. In support of his motion, respondent asserted various health issues and hospitalizations that he faced during the investigation, of which he claimed the OAE was aware. Specifically, respondent explained that he sustained serious injuries from a March 3, 2023 fall, which caused his body to weaken and atrophy. Further, he stated that, due to complications from an underlying medical condition, he was hospitalized from June 23 to June 27, 2025. He explained that he was unable to drive which made "it very difficult [to] do everyday tasks like going to the post office or the bank" and, as a result, he was unable to respond sooner. In defense of the misconduct, respondent asserted that he "already defended the grievance," as reflected in his written submissions to the OAE, and planned to "call/subpoena four witnesses" including the Adwina, John, Judge Buczynski, and another witness.

In its September 5, 2025 opposition brief, the OAE urged us to deny respondent's motion based on his failure to satisfy either prong of the two-part

test necessary to prevail on an MVD. Specifically, the OAE provided a brief overview of the procedural history, as detailed above, identifying respondent's receipt of the formal ethics complaint, his request for an extension to file an answer (which the OAE granted), and his ultimate failure to do so. The OAE acknowledged respondent's health issues but pointed to the multiple accommodations it had provided in reply to his requests for extensions to produce the outstanding records. Further, the OAE emphasized that respondent had failed to provide an adequate explanation, supported by medical documentation, as to why his medical events – which included the March 3, 2023 fall and an underlying medical condition that resulted in his June 2025 hospitalization – prevented him from cooperating with the OAE's investigation and from filing an answer to the formal ethics complaint.

Next, the OAE emphasized respondent's failure to provide any meritorious defense to the charges of misconduct; rather, he stated only that he "already defended the grievance," will "subpoena four witnesses," and "will call [his] long time accountant." Thus, the OAE argued that respondent had failed to satisfy either prong for a successful MVD.

To succeed on an MVD, a respondent must (1) offer a reasonable explanation for the failure to answer the ethics complaint, and (2) assert a

meritorious defense to all the underlying charges. In this matter, we determined that respondent failed to satisfy either prong.

Regarding the first prong, respondent failed to provide a reasonable explanation for his failure to answer the ethics complaint. Although he presents a sympathetic perspective of his medical issues, his submission falls short of satisfying the first prong as he failed to demonstrate, with corroborating medical documentation, why he was unable to answer the complaint, despite having been granted an extension to April 22, 2025, at least two months prior to his hospitalization.

Regarding the second prong, respondent failed to offer any defense to the charged violations of misconduct. Rather than setting forth specific and meritorious defenses to the allegations contained in the complaint, he merely stated that he relied on his prior submissions to the OAE and would present four witnesses at a hearing. This approach does not constitute a “meritorious” defense for the purposes of satisfying the second prong of the MVD test. Consequently, we concluded that he failed to satisfy the second prong of the MVD analysis.

Based on respondent’s failure to satisfy the required elements to vacate the default, we determined to deny his MVD and notified him of that conclusion.

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 all 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).

Specifically, RPC 1.4(b) requires a lawyer to "keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information." RPC 1.15(b) states that, "[u]pon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except . . . by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive." Here, the record amply demonstrates that respondent violated both RPC 1.4(b) and RPC 1.15(b) by failing to timely communicate to Adwina that he had received her settlement funds; failing to respond to communications from Adwina and John; failing to promptly disburse the settlement funds to his client; and failing to satisfy the remaining \$3,000 balance due to his client, after reducing his fee, by the agreed upon date.

Next, respondent violated RPC 1.5(b) by failing to communicate to Adwina, in writing, the basis or rate of his fee. Indeed, respondent failed to provide her with any initial information regarding his fee and conceded that he had not provided his client with a written fee agreement. Further, although respondent had a preexisting relationship with John, he had no such relationship with Adwina, and no prior attorney-client relationship with either that would satisfy the Rule.

Additionally, despite previously having been subject to a random audit which revealed recordkeeping deficiencies, respondent admitted that, subsequent to that random audit, he continued to fail to comply with the requirements of R. 1:21-6, in violation of RPC 1.15(d). Specifically, in July 2022, the OAE identified several recordkeeping deficiencies and provided respondent with the time and resources to correct them. In fact, respondent certified to the OAE that he would maintain compliance with his recordkeeping obligations, and the audit was closed.

Nevertheless, despite his heightened awareness, during the OAE's investigation into Adwina's grievance, respondent was subject to a demand audit which, once again, identified recordkeeping infractions. Specifically, the OAE's 2024 audit revealed the following recordkeeping deficiencies: (1) failure to maintain ATA receipts and disbursements journals, as R. 1:21-6(c)(1)(A)

requires; (2) failure to maintain ABA receipts and disbursements journals, as R. 1:21-6(c)(1)(A) requires; (3) failure to maintain monthly ATA reconciliations, as R. 1:21-6(c)(1)(H) requires; (4) inactive ATA balances, in violation of RPC 1.15(b); and (5) improper image processed ABA checks, contrary to R. 1:21-6(b).

Notably, after his previous random audit, respondent certified that he would “maintain a schedule of client’s ledger account monthly in addition to his completed revision of existing client ledger cards,” and “revise his [ATA] receipts and disbursement journals to include description[s].” Additionally, he “acknowledge[d] [that] all trust accounts and records must be maintained for the period of seven years.” Respondent admitted that, despite his certification, he subsequently failed to maintain monthly ATA receipts and disbursements journals, monthly ATA three-way reconciliations, and monthly ABA receipts and disbursements journals. Respondent, thus, violated RPC 1.15(d).

Finally, respondent violated RPC 8.1(b) by failing to cooperate with the OAE’s efforts to investigate his misconduct. Specifically, respondent failed to provide the required financial documents despite the OAE’s August 30, September 20, October 4, and November 7, 2024 written directives that he do so.

It is well-settled that partial cooperation with a disciplinary authority's lawful demands for information does not satisfy an attorney's obligations pursuant to the Rules and can result in a finding that respondent violated RPC 8.1(b). In the Matter of Marc Z. Palfy, DRB 15-193, at 48 (describing the attorney's "cooperation as no less disruptive and frustrating than a complete failure to cooperate," noting that "partial cooperation can be more disruptive to a full and fair investigation, as it forces the investigator to proceed on a piecemeal and disjointed fashion"), so ordered, 225 N.J. 611 (2016). See also In the Matter of Laurence R. Sheller, DRB 24-033 (April 30, 2024) at 3-4 (we concluded that the attorney violated RPC 8.1(b) by failing to cooperate fully with the OAE's investigation; despite the attorney's timely replies to the OAE, he failed, over a prolonged period and despite the OAE's exhaustive efforts, to bring his financial records into compliance; the attorney's productions to the OAE consistently remained deficient), so ordered, 257 N.J. 495 (2024).

Respondent violated RPC 8.1(b) a second time by failing to file an answer to the formal ethics complaint, despite proper notice, allowing this matter to proceed as a default.

In sum, we find that respondent violated RPC 1.4(b); RPC 1.5(b); RPC 1.15(b); RPC 1.15(d); and RPC 8.1(b) (two instances). The sole issue left for

our determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

Recordkeeping irregularities ordinarily are met with an admonition where, as here, they have not caused the negligent misappropriation of client funds. The quantum of discipline is enhanced, however, if the attorney fails to cooperate with an arm of the disciplinary system, such as the OAE, which uncovers recordkeeping improprieties in a trust account and requests additional documents. See, e.g., In re Barrett, 258 N.J. 550 (2024) (reprimand for an attorney who committed recordkeeping violations notwithstanding his heightened awareness of his obligations; despite the OAE's exhaustive efforts, over a prolonged period, the attorney failed to fully cooperate with the investigation or to bring his ATA reconciliations into compliance with the Rules; the deficiencies remained when he entered into the stipulation with the OAE; prior reprimand); In re Hopkins, 258 N.J. 519 (2024) (reprimand for an attorney after a random audit uncovered numerous recordkeeping violations; the attorney also failed to cooperate fully with the OAE's investigation, which spanned more than three years, despite the OAE's repeated good faith efforts to accommodate him; at the time he entered the disciplinary stipulation, his records remained

noncompliant; no prior discipline in thirty-three years at the bar); In re Sheller, 257 N.J. 495 (2024) (reprimand for an attorney after a random audit revealed recordkeeping deficiencies, despite his heightened awareness due to the OAE previously identifying deficiencies in a random audit eight years earlier; the attorney failed to cooperate with the OAE's investigation, despite the passage of fourteen months and multiple prompts from the OAE; in mitigation, the attorney had no prior discipline and stipulated to his misconduct).

Here, like the attorneys in Barrett and Sheller, respondent had a heightened awareness of his recordkeeping obligations, given his prior participation in a 2022 random audit. In connection with that audit, the OAE provided him with the time and resources to remediate his recordkeeping deficiencies. However, respondent failed to fully cooperate with the OAE and remained noncompliant. Thus, standing alone, respondent's recordkeeping infractions and failure to cooperate fully with the OAE's investigation could be met with a reprimand.

Respondent, however, committed additional misconduct by failing to both communicate with his client and to promptly deliver settlement proceeds to his client. Additionally, respondent failed to memorialize his fee agreement in writing.

Generally, an admonition is the appropriate form of discipline for an attorney's failure to communicate with a client, even when accompanied by other, non-serious ethics infractions. See In the Matter of Hayes R. Young, DRB 23-215 (November 22, 2023) (in a medical malpractice matter, the attorney filed the client's complaint without the required affidavit of merit; seven months later, the court dismissed the matter for lack of prosecution; during the span of several months, the attorney failed to reply to the client's numerous inquiries about the status of her case and to inform her that her lawsuit had been filed, and, thereafter, dismissed; the attorney also failed to set forth to the client, in writing, the basis or rate of the legal fee; violations of RPC 1.3 (lacking diligence), RPC 1.4(b), and RPC 1.5(b); in imposing only an admonition, we weighed, in mitigation, the attorney's lack of disciplinary history, admission of wrongdoing, contrition, and cooperation with disciplinary authorities, as well as attenuating circumstances related to the illness and death of his spouse), and In the Matter of Christopher J. LaMonica, DRB 20-275 (January 22, 2021) (the attorney promised to take action to remit his client's payment toward an owed inheritance tax; despite the attorney's assurances that he would act, he failed to remit the payment until two years later; in addition, the attorney failed to keep his client apprised of the status of her matter and failed to communicate with her for

sixteen months; violations of RPC 1.3 and RPC 1.4(b); in imposing only an admonition, the weighed the attorney's unblemished disciplinary record).

Similarly, attorneys who fail to promptly deliver funds to clients or third persons, even when accompanied by other ethics violations, ordinarily receive an admonition or a reprimand, depending on the circumstances. See In the Matter of George W. Pressler, DRB 19-423 (March 20, 2020) (admonition for an attorney who, in an estate matter, deducted his entire legal fee and the administrator's fee from a non-client beneficiary's share of the estate without the beneficiary's authorization; in addition, he failed to disburse any funds to the beneficiary for more than twenty months, in violation of RPC 1.15(b); significant mitigation), and In re Anderson, __ N.J. __ (2021), 2021 N.J. LEXIS 1327 (reprimand for an attorney who failed to promptly disburse \$24,575 in escrow funds; the attorney also failed to safeguard funds, negligently misappropriated client funds, and had numerous recordkeeping deficiencies; no prior discipline).

Conduct involving the failure to memorialize the basis or rate of a fee, as RPC 1.5(b) requires, typically results in an admonition. See In the Matter of John J. Pisano, DRB 21-217 (January 24, 2022) (admonition for an attorney who failed to set forth, in writing, the basis or rate of the legal fee and concurrently

represented a driver and a passenger in an automobile accident matter, prior to when liability had been established).

Based on the foregoing disciplinary precedent, Barrett and Sheller in particular, respondent's recordkeeping infractions, standing alone, could be met with a reprimand. In our view, respondent's additional misconduct of failing to communicate with his client, failing to promptly disburse settlement proceeds, and failing to provide a written fee agreement – conduct that, standing alone, typically is met with an admonition or a reprimand – does not require global discipline greater than a reprimand. To craft the appropriate discipline in this case, however, we also consider mitigating and aggravating factors.

In mitigation, respondent has an unblemished fifty-one-year career at the bar, a factor which we and the Court accord great weight. See In re Grimes, ___ N.J. ___ (2022), 2022 N.J. LEXIS 1165 (according significant weight to the attorney's unblemished disciplinary history of more than thirty years at the bar), and In the Matter of Harry Furman, DRB 23-175 (February 5, 2024) at 14-15 (in a default matter, admonition for an attorney who mishandled a single client matter, in violation of RPC 1.3, RPC 1.4(b), and RPC 8.1(b)); although we could have enhanced the baseline discipline of an admonition to a reprimand pursuant to In re Kivler, 193 N.J. 332 (2008), we determined that the attorney's otherwise

unblemished thirty-eight-year career at the bar placed the aggravating and mitigating factors in equipoise), so ordered, 257 N.J. 229 (2024).

In aggravation, respondent had a heightened awareness of the recordkeeping Rules based on the previous random audit. Moreover, he remains noncompliant with the OAE's requests for his records. However, because respondent's heightened awareness was considered in setting the baseline discipline at a reprimand, we do not accord this factor additional aggravating weight.

In further aggravation, respondent failed to file an answer to the complaint allowing this matter to proceed as a default. "[A] respondent'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." Kivler, 193 N.J. at 342.

Conclusion

On balance, we determine that the mitigating and aggravating factors are, at best, in equipoise and, thus, conclude that a reprimand is the appropriate quantum of discipline to protect the public and preserve confidence in the bar.

Additionally, as conditions to his discipline, we recommend that respondent be required to (1) attend, within sixty days of the Court's issuance

of a disciplinary Order in this matter, a recordkeeping course pre-approved by the OAE, and (2) submit to the OAE, on a quarterly basis, his monthly three-way reconciliations, for a period of two years.

Member Rodriguez was absent.

We further determine to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs and actual expenses incurred in the prosecution of this matter, as provided in R. 1:20-17.

Disciplinary Review Board
Hon. Mary Catherine Cuff, P.J.A.D. (Ret.),
Chair

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

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Edward F. Christopher
Docket No. DRB 25-142

Decided: November 24, 2025

Disposition: Reprimand

<i>Members</i>	Reprimand	Absent
Cuff	X	
Boyer	X	
Campelo	X	
Hoberman	X	
Menaker	X	
Modu	X	
Petrou	X	
Rodriguez		X
Spencer	X	
Total:	8	1

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