SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket Nos. DRB 25-177 and 25-178
District Docket Nos. XIV-2024-0403E;
XIV-2024-0452E; XIV-2024-0486E;
and XIV-2024-0498E

In the Matters of Chadwick L. Hooker
An Attorney at Law

Decided
January 22, 2026

Certifications of the Record

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Introduction

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

These matters were before us on certifications of the record filed by the Office of Attorney Ethics (the OAE), pursuant to R. 1:20-4(f), and were consolidated for our review.

In the matter docketed as DRB 25-177, the formal ethics complaint charged respondent with having violated RPC 1.1(a) (engaging in gross neglect); RPC 1.3 (three instances – lacking diligence); RPC 1.4(b) (two instances – failing to communicate with a client); RPC 1.16(a)(1) (eight instances – undertaking or failing to withdraw from a representation if it will result in a violation of the Rules of Professional Conduct or other law); RPC 1.16(d) (failing to refund an unearned legal fee upon termination of the representation); RPC 3.3(a)(5) (seven instances – failing to disclose to a tribunal a material fact knowing that the omission is reasonably certain to mislead the tribunal); RPC 3.4(c) (two instances – knowingly disobeying an obligation under the rules of a tribunal); RPC 5.5(a)(1) (eight instances – knowingly practicing law while suspended); RPC 8.1(a) (knowingly making a false statement of material fact to disciplinary authorities); RPC 8.1(b) (four instances – failing to cooperate with disciplinary authorities); RPC 8.4(b) (five instances – committing a criminal act

that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer); RPC 8.4(c) (ten instances – engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation); and RPC 8.4(d) (two instances – engaging in conduct prejudicial to the administration of justice).[1]

In the matter docketed as DRB 25-178, the formal ethics complaint charged respondent with two instances of knowing misappropriation of escrow funds and one instance of knowing misappropriation of client funds, in violation of RPC 1.15(a), RPC 8.4(c), 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 1.15(a) (seven instances – commingling and failing to safeguard entrusted funds); RPC 1.15(b) (failing to promptly notify a client of receipt of funds in which the client has an interest and failing to promptly deliver funds to a client); RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21-6); RPC 5.5(a)(1) (knowingly practicing law while administratively ineligible); RPC 8.1(b); and RPC 8.4(b) (three instances).

[1] Due to respondent's failure to file an answer to the formal ethics complaint underlying DRB 25-177, and on notice to him, the OAE amended the complaint to include the fourth charged violation of RPC 8.1(b).

For the reasons set forth below, we determine that respondent knowingly misappropriated entrusted funds and recommend to the Court that he be disbarred, with conditions.

Ethics History

Respondent earned admission to the New Jersey bar in 2015 and to the New York bar in 2016. During the relevant timeframe, he maintained a practice of law in both Mount Holly and Mount Laurel, New Jersey. He has prior discipline and previous encounters with the attorney regulatory system in New Jersey.

Administrative Ineligibility and Temporary Suspensions

Effective June 23, 2023, the Court declared respondent administratively ineligible to practice law in New Jersey for his failure to pay the annual assessment to the New Jersey Lawyers' Fund for Client Protection (the CPF), as R. 1:28-2(b) requires.

Effective August 30, 2023, the Court declared respondent administratively ineligible to practice law for his failure to comply with the mandatory procedures for annual Interest on Lawyers Trust Accounts (IOLTA) registration, pursuant to R. 1:28A-2(d).

However, on or around December 1, 2023, respondent cured his CPF and IOLTA deficiencies and, thus, effective January 11, 2024, the Court restored his eligibility to practice law.

Effective March 21, 2024, the Court temporarily suspended respondent for his failure to comply with the OAE's investigation underlying DRB 25-178. In re Hooker, 256 N.J. 506 (2024).

Effective March 26, 2025, the Court temporarily suspended respondent a second time for failing to comply with a fee arbitration committee determination. In re Hooker, 260 N.J. 175 (2025).

To date, respondent remains temporarily suspended on both bases.

Hooker I

On October 2, 2025, the Court censured respondent for his misconduct underlying two consolidated disciplinary matters. In re Hooker, 262 N.J. 6 (2025) (Hooker I).

In the first matter underlying Hooker I, respondent failed to perform any meaningful legal work for a client in connection with her landlord-tenant matter, ignored the client's repeated requests for information, and, thereafter, failed to refund his unearned $2,000 legal fee, in violation of RPC 1.3, RPC 1.4(b), and RPC 1.16(d), respectively. In the Matters of Chadwick L. Hooker, DRB 24-273

and DRB 24-301 (May 12, 2025) at 13-15. Moreover, he failed to cooperate with the District Ethics Committee's investigation of his conduct, in violation of RPC 8.1(b). Id. at 15.

In the second matter underlying Hooker I, respondent willfully failed to comply with R. 1:20-20 in connection with the Court's March 2024 temporary suspension Order, in violation of RPC 8.1(b) and RPC 8.4(d). Id. at 17-19.

In determining that a censure was the appropriate quantum of discipline, we weighed, in aggravation, the default status of both matters and the financial harm respondent had caused to his landlord-tenant client. Id. at 24-25. However, we considered, in mitigation, respondent's then lack of prior discipline. Id. at 25.

Procedural History

Service of Process (DRB 25-177)

On June 4, 2025, the OAE sent a copy of the formal ethics complaint, by certified and regular mail, to respondent's home address of record, with an additional copy sent by electronic mail, to his e-mail address of record. The same date, respondent sent an e-mail to the OAE acknowledging receipt of the complaint. The certified mail to respondent's home address of record was

returned to the OAE marked "unclaimed." The regular mail was not returned to the OAE.

On June 26, 2025, the OAE sent a second letter, by regular mail, to respondent's home address of record, with an additional copy sent by electronic mail, to his e-mail address of record. The letter informed respondent that, unless he filed a verified answer to the complaint 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). On June 30, 2025, respondent sent an e-mail to the OAE acknowledging receipt of the June 26 correspondence. The regular mail was not returned to the OAE.

As of June 30, 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.

Nonconforming Answer (DRB 25-178)

On June 28, 2024, the OAE previously certified the record underlying DRB 25-178 to us, following respondent's failure to answer the formal ethics complaint. Among other infractions, the complaint alleged that respondent had knowingly misappropriated client and escrow funds, in connection with at least

three client matters, by electronically transferring entrusted funds from his attorney trust account (ATA) to his attorney business account (ABA) and, thereafter, utilizing those funds to pay his personal obligations.

On September 19, 2024, the same date that we were scheduled to consider the matter as a default, respondent appeared before us and claimed that he intended to file an application for the appointment of counsel with the Burlington Vicinage Assignment Judge, pursuant to R. 1:20-4(g)(2). Following respondent's statement, Chair Cuff informed him, on the record, that his matter would be adjourned to our October 17, 2024 session to allow him the opportunity to file a motion to vacate the default (MVD).

On October 3, 2024, respondent filed a pro se MVD, arguing that "reciprocal discovery" would demonstrate that he did not knowingly misappropriate entrusted funds.

On October 18, 2024, following our review, we granted the MVD, remanded the matter to the OAE, and directed respondent to either file a conforming verified answer, pursuant to R. 1:20-4(e), or to provide proof to the OAE that he had applied for the appointment of counsel. In the Matter of Chadwick L. Hooker, DRB 24-147 (October 18, 2024).

Three weeks later, on November 8, 2024, respondent filed, with the Honorable Jeanne T. Covert, A.J.S.C., an application for the appointment of

counsel. The OAE opposed respondent's motion, arguing that respondent failed to submit the financial documents required by R. 1:20-4(g)(2). On November 18, 2024, Judge Covert issued an order denying respondent's application, without prejudice, citing his failure to provide the required documents.

On November 21, 2024, the OAE sent respondent an additional copy of the formal ethics complaint and instructed him to file a verified answer within twenty-one days. Thereafter, on December 12, 2024, respondent filed a verified answer in which he merely "denie[d]," or claimed that he "lack[ed] information to admit or deny," the majority of the allegations of the formal ethics complaint.

Three weeks later, on January 2, 2025, the OAE notified respondent that his answer failed to comply with the strictures of R. 1:20-4(e), citing his failure to assert facts to support his "denials." The OAE also informed him that many of the complaint allegations, to which he claimed to have lacked information, concerned statements that he had made to the OAE. The OAE directed him to file an amended answer, by January 17, containing a "full, candid, and complete disclosure of all facts reasonably within the scope of the complaint," as R. 1:20-4(e) and In re Gavel, 22 N.J. 248 (1956) require. Finally, the OAE cautioned respondent that his failure to amend his answer would result in the filing of a motion to strike his pleading.

On April 11, 2025, following respondent's failure to file an amended answer, the OAE filed a motion with Special Ethics Adjudicator Michael A. Fusco, II, Esq., (the SEA), seeking to strike respondent's answer as noncompliant. See In the Matter of Peter Jonathan Cresci, DRB 17-270 (October 23, 2017), and In the Matter of Saleemah Malikah Brown, DRB 16-339 (May 31, 2017). The OAE further requested that the SEA bar respondent from asserting defenses. In further support of its application, the OAE emphasized that respondent had ignored its January 2, 2025 request to file an amended answer.

On April 16, 2025, the parties appeared for a pre-hearing conference, during which the SEA granted respondent additional time to obtain counsel and to issue "a preliminary answer/response" to the formal ethics complaint and the OAE's motion to strike. Following the conference, the SEA issued a written notice cautioning respondent that, if he failed to file the required "preliminary response" by May 16, 2025, the SEA would have "no alternative but to grant" the OAE's motion. The SEA also emphasized to respondent that he was affording him a "last chance" to assert a defense to the allegations of the formal ethics complaint.

On May 19, 2025, respondent, acting pro se, filed an unverified "brief and preliminary statement" with the SEA. In his submission, respondent maintained

that it was his "intention" to assert defenses to the allegations of the complaint. However, he failed to explain why he had utilized entrusted funds to pay his personal expenses, as alleged in the complaint.

Thereafter, on May 19, 2025, the OAE filed a submission with the SEA reiterating its request to strike respondent's answer and bar him from asserting defenses, arguing that he had failed to file a conforming verified answer, despite multiple opportunities to do so.

On June 9, 2025, following oral argument on the OAE's motion to strike, the SEA issued an order suppressing respondent's answer and barring his defenses. In his written decision accompanying the order, the SEA noted that respondent had neither replied to the motion to strike nor attempted to file a conforming answer. Rather, the SEA indicated that, during oral argument on the motion, respondent's "only reply was a request for additional time to attempt to file a potentially compliant [a]nswer." The SEA, however, stated that he had denied respondent's request for additional time.

On July 24, 2025, the OAE certified the record in this matter to us as a default, pursuant to the SEA's order.

Regarding both DRB 25-177 and DRB 25-178, on September 2, 2025, Chief Counsel to the Board sent respondent a letter, by certified and regular mail, to his home address of record, with an additional copy sent by electronic

mail, to his office and home e-mail addresses of record, informing him that these matters were scheduled before us on October 23, 2025, and that any MVD must be filed by September 22, 2025. The same date, respondent sent the Office of Board Counsel (the OBC) a reply e-mail acknowledging his receipt of the scheduling letter. The letter sent by certified mail to respondent's home address of record was returned to the OBC as "unclaimed" and "return to sender." The regular mail was not returned to the OBC.

Moreover, the OBC published a notice dated September 8, 2025 in the New Jersey Law Journal and on the New Jersey Courts website, stating that we would consider these matters on October 23, 2025. The notice informed respondent that, unless he filed a successful MVD by September 22, 2025, his prior failure to answer would remain deemed an admission of the allegations of the complaints.

Respondent did not file an MVD.

We now turn to the allegations of the complaints.

Facts (DRB 25-178)

The PPE Group; Paul; Aied; and Benthall Client Matters (Count Two)

Count Two of the formal ethics complaint alleged that respondent systematically and knowingly misappropriated entrusted funds in connection with at least three client matters, each of which are addressed separately below.

The PPE Group Client Matter

In 2022, PPE Group, LLC, (PPE) retained respondent in connection with its sale of real estate in Irvington, New Jersey. Nicholas Williams, respondent's friend and client, owned and operated PPE. On or around May 26, 2022, Melissa Perriera entered into a contract with PPE to purchase the real estate.

On May 26, 2022, Perriera issued a $10,000 bank check to respondent, made payable to his ATA, representing the deposit toward her purchase of the real estate. Five days later, on May 31, 2022, respondent deposited Perriera's $10,000 check in his ATA. On June 7, 2022, respondent sent Perriera's attorney a letter confirming that he would "h[o]ld [the $10,000 deposit] in escrow pending settlement." Respondent also notified Perriera's attorney that, "[i]f for any reason the settlement is not completed as anticipated, the release of these funds will require the written consent of all parties to the transaction, or by operation of law." The sale of the property was scheduled to close on July 5, 2022.

On May 31, 2022, prior to the deposit of Perriera's $10,000 check, respondent's ATA had a negative $188 balance because of accrued bank fees.[2]

[2] Respondent's bank did not notify the OAE of any overdrafts of his ATA. Because respondent failed to maintain an IOLTA registered ATA, as R. 1:21-6(a)(2) requires, his bank was not required to disclose such overdrafts to the OAE.

On May 31, 2022, after depositing Perriera's $10,000 check in his ATA, respondent electronically transferred $188 from his ABA to his ATA, resulting in a $10,000 total ATA balance and a negative $649.67 ABA balance.

Subsequently, throughout June 2022, respondent knowingly invaded the entrusted escrow funds, on numerous occasions, without the parties' authorization, to cover his personal expenses.

Specifically, on June 1, 2022, the day after respondent deposited Perriera's $10,000 check in his ATA, he electronically transferred $6,350 of those entrusted funds to his ABA, without the parties' knowledge or permission, thereby reducing his ATA balance to $3,650. Additionally, on June 1, 2022, respondent deposited $982.50, from an unknown source, in his ABA, resulting in a $6,682.83 total ABA balance. Thereafter, on June 2, 2022, respondent, utilizing $6,350 of the entrusted real estate deposit, disbursed a total of $6,711.38 from his ABA to various parties to cover personal expenses, including $6,306.84 to his residential landlord and $404.54 for various "debit card" purchases, recurring "bill" payments, and debit card fees. Respondent's $6,304.84 ABA disbursement to his residential landlord, coupled with his $404.54 in various personal purchases, resulted in a negative $28.55 ABA balance.

On June 3, 2022, respondent electronically transferred $330 of the

entrusted ATA funds to his ABA, curing his negative $28.55 ABA balance and allowing him to make $207.45 in personal purchases, via his ABA debit card, resulting in a $94 ABA balance.

On June 6 and 13, 2022, respondent respectively deposited $307.50 plus an additional $2,500, from unknown sources, in his ABA. Further, on June 10, 2022, he electronically transferred $400 from his ATA to his ABA and, on June 13, he electronically transferred an additional $1,000 from his ATA to his ABA, reducing his entrusted ATA balance to $1,920. Between June 6 and 12, 2022, respondent made eight ABA purchases, totaling $204.70, via debit card and electronic payment transfers. Finally, on June 13, 2022, respondent made six ABA purchases, totaling $756.73, via debit card. Given that respondent appeared to have sufficient funds, from unknown sources, to cover his ABA purchases, there is no clear and convincing evidence that respondent engaged in any acts of misappropriation between June 6 and 13, 2022.

Three days later, on June 15, 2022, after spending more than $6,500 of the $10,000 in entrusted escrow funds on his rent and other personal expenses, respondent, using ABA funds from unknown sources, electronically transferred $3,000 from his ABA to his ATA, increasing his ATA balance to $4,920 and reducing his ABA balance to $477.51.

However, on June 16, 2022, respondent electronically transferred $900 of

the entrusted funds from his ATA back to his ABA, increasing his ABA balance to $1,377.51 and enabling him to make a $910 ABA disbursement, via wire transfer, to his office landlord, on that same date.

Thereafter, between June 17 and 22, 2022, respondent made fourteen additional ABA purchases, for various personal expenses, which would have resulted in a negative $78.32 ABA balance. However, on June 21 and 22, 2022, respondent electronically transferred a total of $480 of entrusted ATA funds to his ABA, enabling those purchases.

On June 24, 2022, respondent deposited $9,811.64 in his ABA, from various unknown sources, which enabled him to electronically transfer $6,500 from his ABA to his ATA, on that same date, and, thus, increase his ATA balance to $10,028.

On June 27 and 28, 2022, respondent, while in Las Vegas, Nevada, made numerous personal purchases and two ATM withdrawals, via his ABA debit card, totaling more than $3,000. To cover those personal purchases and avoid a significant ABA shortage, on June 27, 2022, he electronically transferred $2,000 of the entrusted ATA funds to his ABA, reducing his ATA balance to $8,028.

Two days later, on June 30, 2022, respondent deposited $5,000 in his ABA, from an unknown source, which enabled him to electronically transfer $2,000 from his ABA to his ATA, on that same date, thus, replenishing the entire

$10,000 real estate deposit that he had been obligated to hold, inviolate.

On July 6, 2022, following the July 5 real estate closing, respondent made a $10,000 ATA disbursement, via wire transfer, to Williams.

During a November 20, 2023 demand audit with the OAE, respondent could not explain why, on numerous occasions throughout June 2022, he had utilized Perriera's $10,000 real estate deposit to fund his personal expenses. Similarly, respondent claimed that he "needed to see his bank records" before he could attempt to explain why he had electronically transferred significant sums of the entrusted funds from his ATA to his ABA. Ultimately, respondent never provided the OAE any explanation regarding why he had utilized Perriera's $10,000 real estate deposit to pay his personal expenses. Similarly, he failed to provide the OAE with his complete client file regarding the PPE Group client matter.

The Paul and Aied Client Matters

In 2021, Cody Paul retained respondent to represent him in connection with the sale of his Brooklyn, New York apartment. On December 27, 2021, Paul executed a contract to sell his apartment to Amarel Levy for $350,000. The contract terms required Levy to advance a $17,500 deposit to be held, in escrow,

in respondent's ATA.

On January 3, 2022, respondent sent Levy's attorney a letter, stating that he would safeguard Levy's $17,500 deposit "in escrow pending settlement." Respondent further informed Levy's attorney that, "[i]f for any reason the settlement is not completed as anticipated, the release of these funds will require the written consent of all parties to the transaction, or by operation of law."

On January 5, 2022, respondent deposited Levy's $17,500 check in his ATA. Respondent's ATA had a zero-dollar balance at the time he deposited those entrusted funds in that account.

Less than two weeks later, on January 18, 2022, respondent, without having conducted any further ATA transactions, went to his bank and transferred $9,000 of Levy's $17,500 real estate deposit from his ATA to his ABA.

The next day, on January 19, 2022, respondent deposited, in his ABA, a $25,000 settlement check, made payable to his client, Sally Aied, whom he had represented in connection with injuries she sustained in a prior automobile accident. During his demand audits, respondent could not explain why he had deposited Aied's settlement funds in his ABA rather than in his ATA. Meanwhile, on January 18, 2022, respondent issued a $13,525 ABA check to

Aied, representing her portion of the net settlement.[3] On January 19, 2022, Aied successfully negotiated the $13,525 ABA check.

On January 28, 2022, respondent electronically transferred $9,012 from his ABA to his ATA, increasing his ATA balance to $17,500 and, thus, replenishing Levy's entire real estate deposit while covering a $12 bank fee. During his demand audits, respondent could not explain why, on January 18, 2022, he had transferred $9,000 of Levy's real estate deposit from his ATA to his ABA and, ten days later, on January 28, returned those funds to his ATA. Consequently, the OAE concluded that there was no clear and convincing evidence that, between January 18 and 28, 2022, respondent had knowingly misappropriated Levy's $9,000 real estate deposit. In the OAE's view, "the evidence [was] not clear and convincing that respondent [had utilized] those funds to pay" for personal expenses during that timeframe.

However, one month later, on February 18, 2022, respondent electronically transferred $2,000 of Levy's entrusted $17,500 real estate deposit from his ATA to his ABA. Thereafter, he made no ABA purchases until February 22, 2022, when he spent more than $900 on numerous personal expenses, including meals at various restaurants, via his ABA debit card.

[3] Respondent provided proof to the OAE that Aied had agreed to allow him to utilize a portion of her net settlement funds to pay his legal fees in connection with his representation of her in an unrelated matter.

Additionally, on February 22, respondent made a $6,725.34 online ABA payment to "Jefferson Mount Holly Apartments," an entity which, as the OAE represented, "maintains the same mailing address as respondent's office landlord." Consequently, respondent's $6,725.34 ABA payment represented either office rent or rent for his personal residence. Respondent's $6,725.34 ABA payment to his landlord reduced his ABA balance to $164.71 and, thus, depleted nearly all of Levy's $2,000 real estate deposit that he improperly held in his ABA. Thereafter, respondent's ABA balance remained below $2,000 until February 28, 2022, when he deposited additional funds in his ABA, from unknown sources, increasing his ABA balance to $2,321.15.

One month later, on March 15, 2022, respondent electronically transferred $2,006.50 from his ABA to his ATA and, thus, replenished Levy's real estate deposit while covering $6.50 in bank fees. On April 4, 2022, respondent made a $73,475.74 ATA disbursement, via wire transfer to Paul, which "complete[d] the real estate transaction."

During his demand audits, respondent claimed that Paul's real estate matter "took longer than expected" to complete because of a purported dispute between Paul and Levy concerning property taxes. Respondent, however, could not explain why, on February 22, 2022, he had utilized $2,000 of Levy's real estate deposit to pay his personal rent. Moreover, respondent admitted to the

OAE that Levy had not authorized him to utilize $2,000 of her real estate deposit to cover his personal expenses.

The Benthall Client Matter

On May 3, 2022, Roshonda Benthall retained respondent to represent her in connection with injuries she had sustained in a February 2022 automobile accident. Pursuant to their retainer agreement, respondent was entitled to a one-third contingency fee "of the gross amount of the recovery, if settlement [was] achieved without the necessity of filing suit."

In or before August 2022, respondent settled Benthall's matter, for $5,000, prior to filing any lawsuit and without having incurred any costs. Thereafter, on September 1, 2022, respondent deposited an insurance company's $5,000 settlement check in his ATA. At the time respondent deposited the settlement funds, his ATA had a zero-dollar balance.

On September 1, 2022, after depositing the $5,000 settlement check, respondent electronically transferred $100 of the settlement funds from his ATA to his ABA. The next day, on September 2, respondent electronically transferred the remaining $4,900 of the settlement funds from his ATA to his ABA, thus, depleting his entire ATA balance.

Between September 2 and 6, 2022, respondent utilized Benthall's

settlement funds to make numerous personal purchases and ATM withdrawals, totaling more than $5,800, via his ABA debit card. Because respondent held less than $2,400 of unrelated funds in his ABA, Benthall's $5,000 in settlement funds enabled him to make his numerous personal purchases.

By October 31, 2022, the date of the final ATA bank statement contained in the record before us, respondent maintained a zero-dollar ATA balance. Additionally, by March 31, 2023, respondent had a negative $1,313.29 ABA balance. On April 3, 2023, respondent replenished his ABA shortage and, on or around that same date, closed that account with a zero-dollar balance.

During his November 2023 demand audit, respondent could not explain why he had transferred the entirety of Benthall's settlement funds from his ATA to his ABA and, thereafter, utilized those funds to pay his personal expenses. Moreover, he "did not claim" that Benthall had authorized him to utilize any portion of her net settlement to cover his personal expenses.

On December 5, 2023, respondent provided the OAE with an undated, self-prepared document indicating that, of Benthall's $5,000 gross settlement, he was entitled to a $1,665 legal fee. However, he failed to provide the OAE with Benthall's client ledger card. Moreover, the OAE found no indication, in respondent's ATA or ABA bank statements, that he had disbursed the $3,335 net settlement to Benthall. Finally, respondent failed to demonstrate to the OAE

that he had provided Benthall with any portion of the net settlement funds she was entitled to receive.

The Charges of Unethical Conduct Underlying Count Two

The OAE charged respondent with repeatedly and knowingly invading the entrusted funds underlying the PPE Group, Paul, and Benthall client matters, in violation of RPC 1.15(a), RPC 8.4(c), and the principles of Wilson and Hollendonner, and with having violated RPC 1.15(a) by failing to safeguard entrusted funds and RPC 8.4(b) by engaging in third-degree misapplication of entrusted property.

Further, by commingling substantial portions of the entrusted funds underlying the PPE Group; Paul; Benthall; and Aied client matters with his personal ABA funds, the OAE charged him with having violated RPC 1.15(a).

Finally, by failing to notify Benthall of his receipt of her settlement funds and by failing to disburse to Benthall her entitled portion of those funds, the OAE charged him with having violated RPC 1.15(b).

Recordkeeping, Failing to Cooperate, and Practicing Law While Administratively Ineligible (Counts One and Three)

On March 21, 2023, the OAE sent respondent a letter, to his then office address of record in Mount Holly, informing him that he had been selected for an April 20, 2023 random audit to be conducted at his office.

On April 20, 2023, when the OAE arrived at respondent's Mount Holly office for the scheduled random audit, he claimed that he was neither aware of nor prepared for the audit. Consequently, the OAE directed him to contact the OAE to reschedule the audit. Respondent, however, failed to comply, despite the OAE having left him "several telephone messages" attempting to reschedule the audit.

On May 2, 2023, the OAE sent respondent an additional letter, to his Mount Holly office address, notifying him that it had rescheduled the audit for June 1, 2023, and that no further adjournments would be granted. However, on June 1, 2023, when the OAE arrived at respondent's office for the scheduled audit, he was not there. Hours later, on June 1, 2023, the OAE spoke with respondent, who claimed that he had not received the OAE's May 2, 2023 letter and that he had not been at his office due to an illness.

The next day, on June 2, 2023, the OAE called respondent and notified him that it had rescheduled the audit for July 6, 2023. Respondent offered no objection to the rescheduled audit date and provided the OAE with his e-mail

address of record. That same date, at approximately 10:27 a.m., the OAE sent respondent a letter, via e-mail, again informing him that the audit would take place on July 6, 2023. Approximately one hour later, the OAE received an electronic notice indicating that respondent had received and read the e-mail.

On July 6, 2023, the OAE went, for a third time, to respondent's Mount Holly office for the scheduled audit. However, respondent was not at his office. While waiting at respondent's office, the OAE spoke with respondent, via telephone, and he initially claimed that he would arrive at his office within fifteen minutes. Moments later, however, he called the OAE, this time stating that he would not be at his office that day because of a court appearance.

One month later, on August 4, 2023, the OAE sent respondent a letter, via certified and regular mail, to his home and office addresses of record, with an additional copy sent via electronic mail, to an alternate e-mail address associated with him, directing him to provide, no later than September 7, 2023, his firm's complete financial records for the period March 2021 through September 2023. The OAE also directed him to appear for an October 3, 2023 virtual demand audit. The OAE cautioned respondent that his continued failure to cooperate could result in his temporary suspension, pursuant to R. 1:20-3(g)(4). On August 16, 2023, the certified mail was delivered successfully to respondent's Mount

Holly office address. Respondent, however, failed to provide the OAE with any of his firm's financial records by September 7.

On September 8, 2023, the OAE called respondent's Mount Holly office and left a message with a receptionist requesting that respondent contact the OAE. The receptionist agreed to relay the message but could not confirm whether respondent had received the OAE's August 4, 2023 letter. Additionally, on September 8, 2023, the OAE called respondent's cellular telephone and left a voicemail message directing that he contact the OAE. Respondent, however, failed to comply.

Two weeks later, on September 21, 2023, the OAE went to respondent's Mount Holly office to attempt to hand-deliver a copy of its August 4, 2023 letter. Upon arrival, the OAE observed a placard indicating that respondent maintained an office at that address. The OAE also observed numerous envelopes addressed to respondent on the floor outside of his office. The OAE then slid a sealed envelope containing its August 4, 2023 letter under the door of respondent's office.

Later, on September 21, 2023, the OAE went to respondent's home address, where they met his sister, who claimed that he was not at home. Respondent's sister, however, agreed to provide him with an envelope containing the OAE's August 4, 2023 letter. Despite the OAE having physically

delivered its correspondence to respondent's home and office addresses, he failed to contact the OAE.

On October 2, 2023, the OAE sent respondent an e-mail reminding him of his obligation to appear for the scheduled October 3 demand audit. The next day, less than thirty minutes before the scheduled demand audit, respondent sent the OAE an e-mail requesting an adjournment of the audit, claiming that he was traveling to North Carolina to help his family prepare for his grandmother's funeral.

Thereafter, on October 3, 2023, the OAE spoke with respondent, who maintained that his grandmother recently had passed away and that he was unable to participate in the scheduled demand audit. Additionally, respondent denied having received the OAE's August 4, 2023 letter prior to October 2, 2023. Specifically, he claimed that his sister had not provided him with the OAE's letter and that his home address of record in the Central Attorney Management System (CAMS) was associated with his parents and did not reflect his actual home address. Respondent also contended that he had not received the OAE's letter that it physically had delivered to his Mount Holly office address, claiming that, since August 2023, "he had been in the process of" relocating his

office from Mount Holly to Mount Laurel, New Jersey.[4] Further, he could not confirm whether he had received the OAE's September 8, 2023 telephone messages left with his receptionist and on his cellular telephone.

Moreover, during the October 3, 2023 telephone conversation, the OAE notified respondent that, since June 26, 2023, he remained ineligible to practice law in New Jersey for failing to pay the annual assessment to the CPF. The OAE also told him that, since August 30, 2023, he was ineligible to practice law for failing to comply with the mandatory procedures for annual IOLTA registration. The OAE asserted that respondent "did not express surprise about his [ineligible] status" and told the OAE that he would rectify the issues underlying his ineligibility. At the conclusion of the telephone conversation, the OAE directed respondent to produce his firm's complete financial records by October 11, 2023, and to appear for a virtual demand audit on October 12, 2023.

On October 6, 2023, the OAE sent respondent a letter to his Mount Laurel office address and to his e-mail address of record, reminding him of his obligation to produce his firm's financial records by October 11 and to appear

[4] Respondent's official Court records reflect that he maintains an office in Mount Laurel, New Jersey. His Court records, however, do not reveal when he updated his office address in CAMS to reflect his Mount Laurel address. Additionally, his Court records continue to reflect the same home address where the OAE sent its correspondence in this matter. In the formal ethics complaint, the OAE noted that, although respondent had "updated" his office and e-mail addresses in CAMS, he failed to update his home address to reflect his purported actual home address.

for the demand audit on October 12. Respondent, however, failed to provide the OAE with any of his firm's financial records.

On October 12, 2023, respondent appeared for the virtual demand audit and conceded that he never conducted monthly three-way reconciliations of his ATA, as R. 1:21-6(c)(1)(H) requires. Moreover, he admitted having received the OAE's September 8, 2023 telephone message left with his receptionist. Respondent, however, could not explain why he had failed to contact the OAE.

On October 13, 2023, following the virtual demand audit, the OAE sent respondent another letter, to his Mount Laurel office address and to his e-mail address of record, directing that he provide, by November 2, 2023, his firm's complete financial records from March 2021 through October 2023. The OAE further required respondent to appear for a second demand audit, on November 20, 2023.

Meanwhile, on October 23, 2023, the OAE received respondent's ATA and ABA records directly from his bank. The bank records revealed numerous, serious recordkeeping deficiencies, including that he had (1) maintained a negative ATA balance for seven months, as RPC 1.15(a) prohibits; (2) failed to maintain images of ATA and ABA checks, as R. 1:21-6(b) requires; (3) maintained improper designations on his ATA and ABA bank statements and checks, as R. 1:21-6(a)(2) prohibits; (4) conducted improper electronic transfers

of ATA funds, as R. 1:21-6(c)(1)(A) prohibits; (5) failed to maintain ATA and ABA receipts and disbursements journals, as R. 1:21-6(c)(1)(A) requires; (6) failed to maintain an IOLTA registered ATA, as R. 1:21-6(a)(2) requires; (7) failed to maintain trust ledger cards for each client, as R. 1:21-6(c)(1)(B) requires; and (8) failed to conduct monthly three-way reconciliations of his ATA, as R. 1:21-6(c)(1)(H) requires.

On November 6, 2023, following respondent's failure to provide the OAE with any of his firm's financial records by the November 2 deadline, the OAE sent him an e-mail requiring that he submit his records by November 10. Although the OAE received an electronic notice indicating that respondent had received and read its e-mail, he failed to reply.

Two weeks later, on November 20, 2023, respondent appeared for the scheduled virtual demand audit. However, at the outset of the audit, he requested an adjournment based on his contention that he had been "out of work for several weeks to" care for his sister, whom he claimed recently had suffered serious injuries in connection with an automobile accident. The OAE denied his request for an adjournment and conducted the audit.

On November 21, 2023, following the demand audit, the OAE sent respondent a letter again directing that he submit, by December 1, 2023, his firm's complete financial records from March 2021 through November 2023.

The OAE also directed respondent to provide a written explanation for why he had transferred substantial sums of entrusted funds from his ATA to his ABA, in connection with the PPE Group and Benthall client matters, and to "provide proof of all disbursements made" in the Paul client matter. The OAE further required that respondent provide his client files in connection with those matters, including any written proof that the relevant parties had authorized him to disburse their entrusted funds to himself.

On November 29, 2023, respondent sent the OAE an incomplete submission, via e-mail, containing only his September and October 2023 bank statements for his new attorney business account (ABA2). Additionally, although respondent had attempted to send the OAE his August 2023 ABA2 bank statement, via e-mail, he submitted that bank statement in an unreadable format. In his e-mail enclosing his ABA2 bank statements, respondent failed to provide the required written explanation for his repeated invasions of entrusted funds. Rather, respondent's e-mail stated only that "[m]ore documents are forthcoming." On November 29, 2023, following respondent's incomplete e-mail submission, the OAE sent him another e-mail, directing that he submit his August 2023 ABA2 bank statement in a readable format and provide the outstanding written explanations and financial records.

Meanwhile, on December 1, 2023, respondent cured his CPF and IOLTA deficiencies and, thus, on January 11, 2024, the Court restored respondent's eligibility to practice law.

On December 5, 2023, respondent sent the OAE a flash drive containing only a portion of the required information and documents. Specifically, although respondent provided portions of "some" of the relevant client files, he failed to produce any client ledger cards, three-way ATA reconciliations, or an explanation for why he had removed client and escrow funds from his ATA. He provided proof, however, that a memorial service for his grandmother had occurred on October 9, 2023 in North Carolina, and that his sister was involved in a serious automobile accident on October 18, 2023. Nevertheless, he failed to offer any proof or explanation that such circumstances had prevented him from providing his firm's financial records or participating in the October 3, 2023 scheduled demand audit.

On December 14, 2023, the OAE sent respondent another letter directing that he submit (1) additional ATA and ABA bank statements; (2) ATA and ABA journals; (3) monthly three-way ATA reconciliations; (4) and all his client ledger cards. The OAE also required him to explain why he had transferred substantial sums of entrusted funds from his ATA to his ABA in connection with the PPE Group, Paul, and Benthall client matters. Finally, the OAE required

respondent to provide a list of client matters and court appearances that he had handled during his period of ineligibility to practice law.

One week later, on December 21, 2023, respondent sent the OAE an e-mail listing twenty-five client matters that he handled during his period of illegibility, including ten matters that he had handled after October 3, 2023, when the OAE had notified him of his ineligibility. Respondent, however, failed to provide any additional information or financial records to the OAE, claiming that he was "still []waiting for [his] bank" to produce the required records.

On December 27, 2023, respondent sent the OAE another e-mail requesting an extension, for an unspecified timeframe, to fully reply to the OAE's November 21, 2023 letter. In support of his application, he claimed that his bank had not yet provided him the documents he requested.

On January 3, 2024, the OAE sent respondent a letter allowing him until January 5 to provide all outstanding financial records, relevant client files, and written explanations concerning his mishandling of entrusted funds. Respondent, however, failed to provide any further submissions to the OAE.

On February 24, 2024, based on respondent's prolonged refusal to cooperate, the OAE petitioned the Court for his temporary suspension. Effective March 21, 2024, the Court temporarily suspended respondent and restrained

from disbursement all funds held in his New Jersey attorney accounts. To date, he remains temporarily suspended.

By knowingly practicing law while administratively ineligible in twenty-five client matters, the OAE charged respondent with having violated RPC 5.5(a)(1). Additionally, by committing numerous, serious recordkeeping infractions, the OAE charged him with having violated RPC 1.15(d). Finally, by failing to fully cooperate with the disciplinary investigation, spanning from August 2023 through January 2024, the OAE charged him with having violated RPC 8.1(b).

Facts (DRB 25-177)

The formal ethics complaint underlying DRB 25-177 alleged that respondent knowingly practiced law while suspended in connection with numerous client matters, each of which are addressed separately below.

The Benjamin; Oliver; Kemp; Bolden; and Confidential Client 1 Client Matters (Count One)

As detailed above, since March 21, 2024, respondent has been temporarily suspended for failing to cooperate with the OAE's disciplinary investigation underlying DRB 25-178. The Court sent a copy of that temporary suspension Order to respondent's Mount Laurel office address of record, via regular mail,

and to his e-mail address of record, via electronic mail. Respondent failed to file the required R. 1:20-20 affidavit in connection with his temporary suspension, conduct which, among other infractions, resulted in his censure in Hooker I.

On May 7, 2024, respondent sent the OAE an e-mail acknowledging his receipt of the formal ethics complaint underlying DRB 25-178, which referenced his ongoing temporary suspension.

The Benjamin Client Matter

On June 24, 2022, respondent filed a notice of appearance, on behalf of Edward Benjamin, in connection with his client's matrimonial matter pending in the Superior Court of New Jersey, Burlington County. For the next fifteen months, through September 2023, the parties appeared for various status conferences and for a mediation session.

On April 19, 2024, following the effective date of respondent's March 21, 2024 temporary suspension, the Honorable Linda A. Hynes, J.S.C., issued an order requiring the parties and their counsel to appear for a settlement conference on June 10, 2024. At the time she issued her order, Judge Hynes was unaware of respondent's suspended status. Indeed, respondent had failed to notify his client; his adversary; Judge Hynes; and the Honorable Jeanne T. Covert, A.J.S.C., of his suspension, as R. 1:20-20(b)(11) requires.

On June 10, 2024, respondent appeared for the settlement conference, during which he, again, failed to disclose his suspended status. That same date, following the conference, Judge Hynes issued an order requiring Benjamin to (1) file a "current and complete" case information statement by June 11, (2) reply to his spouse's discovery demands within fourteen days, and (3) pay "past-due" counsel fees, totaling $1,687, within ten days.

On July 9, 2024, counsel for Benjamin's spouse sent Judge Hynes a letter, copying respondent, stating that he independently had discovered respondent's suspended status. Benjamin's spouse's attorney also informed Judge Hynes that respondent had failed to submit discovery responses and a current case information statement associated with Benjamin, as the June 10 order required.

One week later, on July 16, 2024, Judge Hynes issued an order "immediately" relieving respondent as counsel, citing his suspended status, and affording Benjamin thirty days to obtain substitute counsel.

On August 27, 2024, Benjamin, who was unable to afford substitute counsel at that time, appeared pro se for a settlement conference before Judge Hynes.

Meanwhile, between August 16 and September 6, 2024, respondent continued to "informally" assist Benjamin, via text messages, with his discovery

obligations. According to the formal ethics complaint, Benjamin eventually obtained replacement counsel to represent him in the matrimonial matter.[5]

The Oliver Client Matter

On February 8, 2023, respondent filed a notice of appearance, on behalf of Andre Oliver, in connection with his client's criminal matter pending before the Superior Court of New Jersey, Burlington County.

Eight months later, on October 3, 2023, a Burlington County grand jury issued an indictment charging Oliver with, among other offenses, second-degree wrongful impersonation, in violation of N.J.S.A. 2C:21-17(a)(1).

On May 6, 2024, several weeks after the effective date of his March 21 temporary suspension, respondent appeared for a pre-trial conference before the Honorable Gerard H. Breland, J.S.C.

Approximately two weeks later, on May 28, 2024, respondent again appeared before Judge Breland, this time in connection with Oliver's guilty plea to an amended count of third-degree wrongful impersonation. In exchange for Oliver's guilty plea, the Burlington County Prosecutor's Office (the BCPO) agreed to recommend the imposition of a five-year term of non-custodial

[5] The outcome of Benjamin's matrimonial matter is unclear based on the record before us.

probation. Respondent, however, altogether failed to notify Oliver, the BCPO, or the Superior Court of his suspension.

On July 12, 2024, respondent failed to appear for the scheduled sentencing hearing, forcing Judge Breland to adjourn that proceeding.

On or before September 11, 2024, the Superior Court independently discovered respondent's suspended status, following which Judge Breland was forced to vacate Oliver's May 2024 guilty plea, considering that Oliver had entered that plea while represented by a suspended lawyer. Thereafter, Oliver sought representation with the Office of the Public Defender (the OPD).

The Kemp Client Matter

On March 11, 2024, Kobe Kemp retained respondent in connection with criminal charges pending against him in the Superior Court of New Jersey, Burlington County.[6]

Between April 15 and July 8, 2024, following his temporary suspension, respondent appeared in the Superior Court on Kemp's behalf, on at least six occasions, for various pre-trial conferences. Respondent, however, altogether failed to notify Kemp, the BCPO, or Judge Breland of his suspended status. Additionally, during that timeframe, Kemp, at respondent's insistence, rejected

[6] The nature of Kemp's criminal charges are unclear based on the record before us.

the BCPO's offer to recommend the imposition of a three-year term of incarceration, with a one-year period of parole ineligibility, in exchange for his guilty plea.

Meanwhile, between July 5 and August 7, 2024, respondent repeatedly requested that Kemp's mother, who was unaware of his suspension, pay additional legal fees toward the representation. Significantly, on July 30, 2024, he demanded additional fees in connection with a July 29 status conference which, unbeknownst to Kemp's mother, respondent had failed to attend. Respondent received $13,000 in total legal fees for the representation, mostly from Kemp's mother, $9,000 of which he obtained following his suspension. He deposited those fees in his personal, Police and Fire Federal Credit Union account (PFFCUA), in violation of R. 1:21-6(b)(2) (requiring legal fees to first be deposited in an ABA).

On September 16, 2024, following respondent's failure to appear for two consecutive pre-trial conferences, Judge Breland informed Kemp of respondent's suspended status. Thereafter, on October 25, 2024, Judge Breland issued an order removing respondent as counsel, citing his ongoing suspension. Following respondent's removal as counsel, the OPD assumed the representation, considering that neither Kemp nor his mother could afford to retain substitute private counsel.

Approximately two months later, on December 13, 2024, Kemp's mother sent respondent a text message, directing that he contact her to explain why he had solicited legal fees while suspended. Respondent, however, failed to reply or to refund any portion of his illicit legal fees.

On March 26, 2025, Kemp, while represented by the OPD, accepted the BCPO's previous offer to plead guilty in exchange for the recommended three-year term of incarceration, with a one-year period of parole ineligibility.

The Bolden Client Matter

On March 14, 2024, exactly one week before the effective date of respondent's March 21, 2024 temporary suspension, Brandon Bolden retained him in connection with a driving while intoxicated (DWI) matter before the Mount Laurel Township municipal court. Bolden, who was unaware of respondent's impending suspension, paid him a $1,000 retainer fee at the outset of the representation.

On March 19, 2024, respondent filed a notice of appearance with the municipal court and, on April 4, Bolden paid respondent an additional $1,000 legal fee.[7]

[7] Respondent deposited Bolden's initial $1,000 retainer payment in his ABA and Bolden's second $1,000 payment in his PFFCUA.

Between April 10 and October 9, 2024, following his temporary suspension, respondent appeared in the municipal court on Bolden's behalf, on six occasions, for various pre-trial conferences. During each proceeding, respondent requested adjournments, claiming that discovery had not been completed.

On November 8, 2024, respondent appeared for a demand interview, during which he informed the OAE that he had failed to notify the municipal court of his suspension. However, respondent represented to the OAE that he would withdraw as counsel for Bolden.

Between December 10, 2024 and February 12, 2025, following the demand interview, respondent continued to appear in the municipal court on Bolden's behalf, despite his express commitment to the OAE that he would withdraw as counsel. During the February 12, 2025 proceeding, Bolden pleaded guilty to DWI while represented by respondent.

The Confidential Client 1 Matter

On April 22, 2024, more than a month after the effective date of his March 21 temporary suspension, Confidential Client 1 (CC1) retained respondent in connection with a domestic violence matter in which he had been charged with disorderly persons simple assault, in violation of N.J.S.A. 2C:12-1(a)(2), and

petty disorderly persons harassment, in violation of N.J.S.A. 2C:33-4(a).[8] Between April 22 and May 1, 2024, CC1, who remained unaware of respondent's suspension, paid him $4,000 in total legal fees toward the representation.

On May 2, 2024, respondent filed a notice of appearance with the Superior Court of New Jersey, Burlington County, on CC1's behalf. On that same date, respondent appeared in the Superior Court, where CC1 pleaded not guilty to the charges. Several weeks later, on June 12, 2024, the BCPO downgraded CC1's charges and, thereafter, the Superior Court remanded his matter to the Willingboro Township municipal court.

On June 27 and August 15, 2024, respondent appeared in the municipal court and requested adjournments to allow him to obtain discovery. On August 16, following his appearances, respondent filed a letter of representation with the municipal court, on CC1's behalf.

On September 12, 2024, respondent failed to appear for a scheduled hearing, where the municipal court dismissed and expunged the charges against CC1 because of a witness's refusal to testify.

[8] The OAE utilized the designation "Confidential Client 1" in the formal ethics complaint. In view of the sensitive nature of the matter, and given that the charges against CC1 were, ultimately, expunged, we adopt that same designation in our decision. R. 1:38-3(c).

According to the formal ethics complaint, respondent never disclosed his suspension to CC1, the municipal prosecutor, or the municipal and Superior courts.

The Disciplinary Investigation Underlying Count One

On July 16, 2024, the same date that Judge Hynes removed respondent as counsel in the Benjamin matter, Judge Hynes alerted disciplinary authorities to respondent's continued practice of law while suspended.

On August 30, 2024, the OAE sent respondent a letter, to his home and e-mail addresses of record, directing that he submit a written reply to Judge Hynes's referral by September 12. Respondent, however, failed to comply. Thereafter, on September 27, 2024, the OAE called respondent and left him a voicemail message, instructing him to contact the OAE. Respondent again failed to comply.

Several weeks later, on October 22, 2024, the OAE sent respondent a second letter directing that he (1) reply to Judge Hynes's referral; (2) provide Benjamin's, Oliver's, Kemp's, Bolden's, and CC1's respective retainer agreements; (3) disclose the dates in which he appeared in court on behalf of each of those clients; and (4) provide proof that his involvement in the client matters had concluded.

On October 31, 2024, respondent filed an incomplete submission with the OAE in which he failed to demonstrate that his involvement in the client matters had concluded. Approximately one week later, on November 8, 2024, respondent appeared for a scheduled demand interview with the OAE.

On November 19, 2024, the OAE directed respondent to demonstrate whether another attorney had appeared in municipal court, on behalf of CC1, on September 12, 2024. Additionally, the OAE required respondent to provide financial records related to his PFFCUA and billing records connected to several client matters.

On December 3, 2024, respondent sent the OAE an incomplete submission, containing only minimal documents, which failed to fully address the information and records sought by the OAE.

Meanwhile, the OAE's investigation revealed that, between March 2023 and November 2024, respondent extensively utilized his PFFCUA both to conduct transactions related to his practice of law and to pay his personal expenses. Specifically, in March and June 2023, he deposited, in his PFFCUA, checks for purported "professional" and "estate" services.[9]

[9] The checks appeared to have been issued by respondent's clients.

Moreover, between March 21 and November 23, 2024, respondent, while suspended, deposited a total of $118,630.27 in his PFFCUA and, during that timeframe, disbursed a total of $118,631.41 from that account, resulting in an $0.80 account balance, on November 23, 2024.[10]

Further, following the April 2024 freeze of his ABA, respondent began making monthly PFFCUA payments to Clio, his law firm's software provider. Between May 3 and November 21, 2024, he utilized Clio to deposit a total of $28,066.86 in legal fees in his PFFCUA.

Finally, the OAE's investigation revealed that respondent utilized the PFFCUA funds to cover several domestic and international vacations and more than $33,000 in online gambling related expenses. The OAE, however, expressly declined to charge respondent with having violated RPC 1.15(d) by utilizing his PFFCUA in connection with his practice of law, citing the "gravity of the charges against [him] involving the unauthorized practice of law."

The Charges of Unethical Conduct Underlying Count One

By knowingly practicing law while suspended in connection with his representation of Benjamin; Oliver; Kemp; Bolden; and CC1, the OAE charged respondent with having violated RPC 1.16(a)(1); RPC 3.4(c); RPC 5.5(a)(1);

[10] Respondent maintained a $1.94 beginning balance in his PFFCUA on March 21, 2024.

and RPC 8.4(d). The OAE emphasized that respondent's misconduct forced Judge Breland to vacate Oliver's guilty plea, necessitated his removal as counsel in multiple client matters, and delayed the resolution of his clients' cases, including Kemp's and Oliver's need to seek representation with the OPD.

Similarly, by deriving a financial benefit from his unauthorized practice of law – accepting legal fees from Kemp and CC1 while suspended – the OAE charged respondent with having violated RPC 8.4(b) by engaging in third-degree unauthorized practice of law.

Additionally, by concealing his suspended status from multiple tribunals throughout the Burlington County Vicinage, his adversaries, and his clients, the OAE charged him with having violated RPC 3.3(a)(5) and RPC 8.4(c).

Further, by failing to timely file a case information statement and submit discovery responses on Benjamin's behalf, as Judge Hynes's June 10, 2024 order required, the OAE charged him with having violated RPC 1.3.

Finally, by failing to fully cooperate with the disciplinary investigation of his conduct, the OAE charged him with having violated RPC 8.1(b).

The Wiggins Client Matter (Count Two)

On November 4, 2022, Beth Wiggins divorced her former spouse via an action filed in the Superior Court of New Jersey, Burlington County.

Approximately ten months later, on August 30, 2023, the Honorable Edward Hoffman, P.J.F.P., issued a post-judgment order denying Wiggins's request to re-open her matrimonial matter.

In October 2023, Wiggins, though her daughter, Tia Green,[11] retained respondent to appeal or seek reconsideration of the order denying Wiggins's application to re-open her matter.

On October 13, 2023, Wiggins and Green executed a written fee agreement with respondent, which provided for a $5,000 retainer fee. The agreement also stated that respondent would begin work on the matter upon receiving $2,500 of the $5,000 retainer fee, with the remaining $2,500 fee due within thirty days.

On October 13, 2023, Green's sister and Wiggins issued two payments to respondent, totaling $2,575, toward the $5,000 retainer fee.

Between November 8 and 20, 2023, respondent sent Green multiple e-mails requesting that she pay the $2,500 balance of the retainer fee.[12]

On November 27, 2023, Green sent respondent a reply e-mail expressing her willingness to pay the $2,500 balance within a few weeks. Green also

[11] Green had power of attorney over Wiggins.

[12] Respondent incorrectly told Green that $2,500 of the $5,000 retainer fee remained unpaid. Considering the $2,575 previously paid to respondent, the actual remaining balance of the retainer fee was $2,425.

informed respondent that he had failed to update her regarding Wiggins's "important and urgent matter."

On December 11, 2023, Green paid respondent $1,250 toward the balance of the retainer fee. Eleven days later, on December 22, respondent sent Green a draft motion for reconsideration of the August 30 order. Thereafter, on December 29, respondent informed Green that he would file the motion upon his receipt of the $1,250 balance of the retainer fee. Later that same day, Green paid the $1,250 fee to respondent.

On January 3, 2024, Green sent respondent a text message requesting that he confirm that he had filed the reconsideration motion. Hours later, respondent replied "[y]es, [w]e are just waiting for the court to confirm the hearing date for it to be argued. I will be able to send you an update on the date once I receive it."

Several weeks later, on February 14, 2024, Green sent respondent another text message inquiring whether a hearing date had been scheduled in connection with Wiggins's motion. On February 29, respondent replied that he would call her after he had completed a purported deposition. Nevertheless, he failed to call Green on February 29.

On March 7, 2024, Green again requested that respondent provide a status update, emphasizing that she had "been trying to get an update about this case

for months now" but had not received any information. In reply, respondent asked Green whether there was "something I can answer for you via e-mail? It's the fastest way to get any questions you have answered at the moment." Respondent, however, failed to provide any update to Green regarding the status of the motion.

On April 4, 2024, two weeks after the effective date of his March 21 temporary suspension, Green sent respondent another e-mail, stressing that she had received no updates regarding the motion despite her repeated attempts to communicate. Green also requested that respondent provide an "immediate phone call and not for you to continue to deceive myself or my mother in this matter." She further inquired whether respondent intended to continue the representation. Respondent, however, failed to reply or otherwise inform Green of his suspended status.

On April 24, 2024, following Green's attempt to call respondent, he sent her a text message claiming that he was "in a deposition at the moment" and offering to call her later that same day. In reply, Green instructed respondent to refund her legal fee, citing his prolonged failure to communicate.

Later on April 24, respondent represented to Green that he had been communicating with the Superior Court regarding a hearing date. Respondent also "blamed" Judge Hoffman for not scheduling Wiggins's motion for oral

argument. Finally, respondent promised Green that he would contact the Superior Court and provide her with monthly updates.

More than a month later, on May 28, 2024, Green sent respondent a text message requesting an update and emphasizing that "[n]othing has been done." On May 29, 2024, following respondent's failure to reply to her May 28 message, Green sent respondent another text message directing that he contact her. Respondent again failed to comply.

On September 3, 2024, Green independently discovered respondent's suspended status and learned, from the Superior Court, that he had failed to file any submissions on Wiggins's behalf.

The next day, on September 4, Green sent respondent multiple messages accusing him of "fraud" and expressing her frustration that he had refused to disclose both his ongoing suspension and his failure to file Wiggins's reconsideration motion. In reply, respondent told Green that "[n]obody has been lying to you" and offered to refund the legal fee after providing a "breakdown" of his purported legal work. Green did not reply to respondent's message. Rather, on or around September 6, 2024, she contacted a local elected official, who informed the Administrative Office of the Courts of respondent's conduct.

On October 7, 2024, the OAE sent respondent a letter directing that he submit a written reply to Green's allegations. On October 21, 2024, respondent

provided the OAE with "an incomplete answer" in which he failed to address whether he had performed any meaningful legal work for Wiggins.

On October 24, 2024, the OAE instructed respondent to directly address whether he had filed Wiggins's reconsideration motion and to submit billing records and proof that he had refunded at least some of the legal fee. Respondent failed to comply.

During the November 8, 2024 demand interview, respondent conceded that he had failed to file Wiggins's reconsideration motion and stated that he would have been willing to refund a portion of the legal fee if Green had not ceased communicating with him.[13]

On November 19, 2024, following the demand interview, the OAE directed respondent to provide, among other information, proof that he had attempted to issue a refund to Green. Respondent again failed to reply.

By failing to file Wiggins's motion for reconsideration, the OAE charged respondent with having violated RPC 1.1(a) and RPC 1.3. Similarly, by failing to reply to Green's numerous inquiries and by lying to Green that he had filed

[13] Green informed the OAE that she had not attempted to communicate with respondent since September 4, 2024.

Wiggins's motion, the OAE charged him with having violated RPC 1.4(b) and RPC 8.4(c), respectively.[14]

Moreover, by continuing to represent Wiggins, despite his suspended status, and by masking his suspension from Green, the OAE charged him with having violated RPC 1.16(a)(1); RPC 5.5(a)(1); RPC 8.4(b) (engaging in fourth-degree unauthorized practice of law); and RPC 8.4(c).

Finally, by failing to cooperate with the OAE's investigation of his conduct, the OAE charged him with having violated RPC 8.1(b).

The Cousins and Confidential Client 2 Client Matters (Count Three)

The Cousins Client Matter

On May 28, 2024, more than two months after the effective date of respondent's March 21, 2024 temporary suspension, Ivy Freeman retained him to represent her son, Corshon Cousins, in connection with criminal charges pending against him in the Superior Court of New Jersey, Hudson County. Respondent failed to disclose his suspended status to Freeman and Cousins at the time of his retention.

[14] The OAE expressly declined to charge respondent with having violated RPC 1.16(d) by failing to refund the legal fee, maintaining that it could not clearly and convincingly establish whether he had earned any portion of that fee.

The next day, on May 29, 2024, respondent filed a notice of appearance and a substitution of counsel with the Superior Court. Thereafter, on May 31 and June 6, respondent appeared, on Cousins's behalf, for detention hearings, following which the Superior Court denied respondent's request to release Cousins from custody pending trial.

Three months later, on September 4, 2024, respondent appeared before the Honorable John A. Young, J.S.C., for Cousins' arraignment. Freeman, who was present for the arraignment, was "concerned" regarding the quality of respondent's presentation during that proceeding. Moreover, at the time of the September 4 arraignment, respondent had failed to obtain and review discovery connected to the matter.

Following the September 4 arraignment, Freeman independently discovered respondent's suspended status via an online search. When Freeman confronted respondent regarding his ongoing suspension, he lied to her, claiming that he was authorized to practice law. Further, respondent continued to request legal fees from Freeman and stressed to her that the criminal charges against Cousins were serious. Respondent told Freeman that, if she did not continue to pay him, Cousins could suffer "serious consequences." Subsequently, Freeman contacted the OAE and confirmed that respondent remained suspended.

On September 23, 2024, respondent failed to appear, on Cousins's behalf, for a scheduled proceeding before Judge Young. Cousins, however, informed Judge Young that he intended to obtain replacement counsel.

Six days later, on September 29, 2024, Freeman made a final $1,000 payment to respondent toward his legal fee.[15] Freeman issued the payment to respondent, despite her concerns regarding his authorization to practice law, out of fear that Cousins would be harmed if he was unrepresented.

In or around October 2024, respondent informed Cousins that he would review discovery with him on October 17, 2024. However, when respondent met with Cousins on October 17, he failed to bring any discovery to review with his client.

Following his meeting with respondent, Cousins retained substitute counsel, who, on October 21, 2024, appeared with Cousins before Judge Young.[16] Within three weeks of substitute counsel's retention, Cousins reviewed the discovery in his matter, for the first time.

Meanwhile, on October 23, 2024, Freeman sent respondent an e-mail requesting a full refund of the $8,500 legal fee, citing his failure to review

[15] Between May 28 and September 29, 2024, Freeman issued seven payments to respondent, in amounts ranging from $500 to $2,500, and totaling $8,500. Respondent deposited those fees in his PFFCUA.

[16] During the October 21, 2024 proceeding, Cousins' substitute counsel appeared to have informed Judge Young of respondent's suspended status.

discovery with Cousins and his suspended status. Respondent replied, via text message, expressing his apology "for the circumstances we are currently in" and offering to call her to discuss a refund.

Approximately four months later, on February 17, 2025, following a telephone conversation with Freeman, respondent sent her an e-mail offering to refund $5,000 of the $8,500 legal fee, claiming that he had earned $3,500 in fees. On February 19, Freeman replied to respondent that she would accept the $5,000 refund, despite her expressed reservations that he did not earn $3,500 in legal fees. The next day, on February 20, respondent represented to Freeman that he would issue a $5,000 refund within thirty days.

Nearly a month later, on March 18, 2025, Freeman directed respondent to confirm that he would issue the refund that same week. In reply, respondent claimed that he was "still in the process of submitting the refund." Thereafter, on March 26 and April 4, 2025, Freeman sent respondent text messages requesting updates on the refund. Respondent, however, failed to reply or to refund any portion of the legal fee.

The Confidential Client 2 Matter

On May 4, 2024, Confidential Client 2 (CC2) retained respondent in connection with a criminal and domestic violence matter involving his former girlfriend, which incident resulted in his arrest and detention in the Hudson County Correctional Center.[17] On May 6, CC2 paid respondent a $9,500 legal fee toward the representation. Respondent, however, failed to inform CC2 of his suspended status.

Following his release from detention on May 5, 2024, CC2 was arrested and detained, for five days, in connection with similar domestic violence charges filed in Morris County. Thereafter, respondent filed a cross-application, in the Superior Court of New Jersey, Morris County, for a restraining order against CC2's former girlfriend.

Between June 10 and September 4, 2024, CC2 issued three payments to respondent, totaling $8,000, toward his legal fee. Respondent deposited those fees in his PFFCUA.

Meanwhile, between May 2024 and April 2025, respondent appeared in the Superior Court, on various occasions, on CC2's behalf. At some point during that timeframe, respondent failed to inform CC2 of a mandatory court

[17] The OAE utilized the designation "Confidential Client 2" in the formal ethics complaint. In view of the sensitive nature of the matter, we adopt that same designation in our decision. R. 1:38-3(c).

appearance. Following CC2's failure to appear for that proceeding, the Superior Court issued a warrant for his arrest. When court staff notified CC2 of the arrest warrant, he refused to leave his home, for days, out of fear of being arrested. CC2 paid respondent additional legal fees to vacate the warrant.

On March 17, 2025, following his appearance with respondent at a Superior Court status conference, CC2 spoke with the OAE and learned, for the first time, of respondent's ongoing suspension. CC2 represented to the OAE that respondent was a "poor communicator" who had failed to inform him of scheduled court proceedings.

Several weeks later, on April 30, 2025, respondent and CC2 again appeared in Superior Court, where CC2 and his former girlfriend mutually agreed to dismiss all the domestic violence charges.

The Disciplinary Investigation Underlying Count Three

On October 29, 2024, the Honorable Jeffrey R. Jablonski, A.J.S.C., notified the OAE of respondent's multiple court appearances, while suspended, in connection with the Cousins matter. During the November 8, 2024 demand interview, respondent conceded that he had represented Cousins and an unrelated client, Darren Kennedy,[18] while suspended.

[18] The nature of respondent's representation of Kennedy is unclear based on the record before us.

On November 13, 2024, the OAE sent respondent a letter directing him to submit a detailed written reply to Judge Jablonski's referral. The OAE also required respondent to disclose all legal matters he had handled following his March 2024 temporary suspension.

On December 3, 2024, respondent provided the OAE with a list of dates in which he had appeared in the Superior Court on behalf of Cousins. Additionally, he submitted a retainer agreement, a notice of appearance, and a substitution of counsel connected to his representation of Cousins. However, he failed to provide a complete list of client matters he had handled while suspended or a detailed explanation concerning his illicit representation of Cousins.

On December 11, 2024, respondent appeared for an additional demand interview, where he conceded that he had failed to submit a complete reply to the OAE's November 13 letter. Moreover, respondent misrepresented to the OAE that he had reviewed the discovery underlying Cousins's matter with his client, despite never having requested discovery from the Hudson County Prosecutor's Office in the first place.

Following the December 11 demand interview, the OAE instructed respondent to produce retainer agreements and a payment log connected to his representation of CC2. Respondent, however, failed to comply.

The Charges of Unethical Conduct Underlying Count Three

By knowingly practicing law while suspended in connection with his representation of Cousins and CC2, the OAE charged respondent with having violated RPC 1.16(a)(1); RPC 3.4(c); RPC 5.5(a)(1); RPC 8.4(b) (engaging in third-degree unauthorized practice of law); and RPC 8.4(d). Additionally, by concealing his suspended status from both his clients and multiple tribunals throughout the Hudson and Morris County vicinages, the OAE charged him with having violated RPC 3.3(a)(5) and RPC 8.4(c).

Further, by failing to review discovery with Cousins and by refusing to refund at least $5,000 in unearned legal fees following the termination of the representation, the OAE charged him with having violated RPC 1.3 and RPC 1.16(d), respectively. Similarly, by failing to inform CC2 of a mandatory court appearance, conduct which resulted in the issuance of an arrest warrant against his client, the OAE charged him with having violated RPC 1.4(b).

Moreover, by affirmatively misrepresenting to Freeman that he was not suspended from the practice of law, the OAE charged respondent with having violated RPC 8.4(c).

Finally, by failing to fully cooperate with the disciplinary investigation of his conduct and by lying to the OAE that he had reviewed discovery with

Cousins, the OAE charged him with having violated RPC 8.1(b) and RPC 8.1(a), respectively.

Analysis and Discipline

The SEA's Determination to Strike Respondent's Answer (DRB 25-178)

As a threshold matter, we determine that respondent's answer to the formal ethics complaint underlying DRB 25-178 clearly failed to comply with R. 1:20-4(e) and the principles of Gavel.

R. 1:20-4(e) requires an answer to "set forth (1) a full, candid, and complete disclosure of all facts reasonably within the scope of the formal complaint; (2) all affirmative defenses . . . ; (3) any mitigating circumstances; (4) a request for a hearing on the charges or in mitigation; and (5) any constitutional challenges to the proceedings." See also Gavel, 22 N.J. at 263 (holding that attorneys are "obligated to make not merely an answer to the specific allegations of the numbered paragraphs of the complaint but a full, candid and complete disclosure of all facts reasonably within the scope of . . . the charges against [them]").

We conduct a de novo review of the sufficiency of an attorney's answer following a special ethics adjudicator's or hearing panel chair's decision to suppress the answer as noncompliant with the requirements of Gavel and R.

1:20-4(e). In the Matter of Nosheen Khawaja, DRB 23-136 (September 22, 2023) at 7.

Applying these principles, we conclude that respondent's December 12, 2024 answer clearly failed to set forth a full, candid, and complete disclosure of all facts reasonably within the scope of the formal ethics complaint. Rather, nearly all his responses to the complaint merely "denied," or asserted that he lacked sufficient information to admit or deny, the detailed allegations that he had knowingly misappropriated entrusted funds. Moreover, an answer that simply denies an allegation, as occurred here, is insufficient, given that such a pleading does not provide "a full, candid, and complete disclosure of all facts reasonably within the scope of the formal complaint." In the Matter of Saleemah Malikah Brown, DRB 16-339 at 10.

Similarly, we determine that the OAE and the SEA followed the correct procedures in addressing respondent's deficient answer to the formal ethics complaint underlying DRB 25-178.

In In the Matter of Peter Jonathan Cresci, DRB 17-270, we established the procedures by which the record in a matter can be certified to us following an attorney's failure to file a conforming answer. In that matter, the formal ethics complaint charged Cresci with knowing misappropriation of entrusted funds in connection with three client matters. Cresci's answer, however, simply denied

the allegations underlying each of the client matters. Consequently, the OAE certified the record in that matter to us as a default. Cresci, DRB 17-270 at 1.

Although we agreed that Cresci's answer did not fully comply with the principles of Gavel and R. 1:20-4(e), we determined that the OAE may not unilaterally deem an attorney to be in default because their answer fails to comply with those requirements. Rather, a special ethics adjudicator or a hearing panel, once assigned, may schedule a pre-hearing conference, where the sufficiency of both the OAE's complaint and the attorney's answer may be analyzed, pre-hearing orders issued, and the need for sanctions addressed. If the special adjudicator or hearing panel determines that the attorney should file a more compliant answer, but the attorney fails to do so, the factfinder may then suppress the answer, pursuant to R. 1:20-5(c). If the special adjudicator or hearing panel strikes the answer as non-compliant with Gavel and R. 1:20-4(e), the matter may then be certified to us as a default. Applying those principles, we remanded Cresci's matter to be assigned to a special adjudicator. Cresci, DRB 17-270 at 1-2.

Following the remand, although the special ethics adjudicator afforded Cresci the opportunity to obtain counsel, Cresci declined to do so and filed an amended answer, which, in the special adjudicator's view, "in no way complie[d] with the requirements of Gavel." In the Matters of Peter Jonathan

Cresci, DRB 18-124 and 18-196 (December 12, 2018) at 23. Specifically, the special adjudicator determined that many of Cresci's answers were "at best, duplicitous," inappropriate, or "clearly disingenuous." Id. at 24. The special adjudicator's conclusions focused mainly on Cresci's general denials and claims that he lacked sufficient knowledge or information to form a belief about the truth of the allegations, or both. Ibid. Consequently, the special adjudicator determined that the appropriate remedy, under R. 1:20-5(c), was to suppress his pleading and bar his defenses. Id. at 23-24.

Thereafter, the OAE again certified the record in the matter to us, following which Cresci filed an MVD. However, we denied Cresci's motion, emphasizing that he had failed, despite numerous opportunities, to file a conforming answer. Cresci, DRB 18-124 and 18-196 at 26. The Court disbarred Cresci, on our recommendation, for his knowing misappropriation of entrusted funds. In re Cresci, 237 N.J. 210 (2019).

Here, respondent has had actual notice of his obligation to file a conforming answer since at least October 18, 2024, when we issued a written decision granting his MVD and expressly reminding him of his obligation to file an answer that complies with R. 1:20-4(e). Nevertheless, despite the OAE and the SEA affording him numerous opportunities to amend his pleading, respondent failed to take any corrective action. Indeed, respondent did not file

opposition to the OAE's motion to strike his pleading. Rather, on May 19, 2025, he merely informed the SEA of his purported "intention" to assert unspecified defenses to the charges of unethical conduct. Consequently, on June 9, 2025, the SEA issued an order striking respondent's answer for failing to comply with R. 1:20-4(e) and the principles of Gavel.

Based on the procedural history of this matter, we conclude that the OAE and the SEA properly followed the procedures set forth in Cresci.

Violations of the Rules of Professional Conduct

Turning to our review of the record, we determine that the facts set forth in the formal ethics complaints support most, but not all, of the charges of unethical conduct by clear and convincing evidence. Respondent's failure to file conforming answers is deemed an admission that the allegations of the complaints are true and that they provide a 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 (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").

DRB 25-178

In Wilson, 81 N.J. at 455 n.1, the Court described knowing misappropriation 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.

Six years later, the Court elaborated:

> The misappropriation that will trigger automatic disbarment under In re Wilson, 81 N.J. 451 (1979), disbarment that is "almost invariable," id. at 453, consists simply of a lawyer taking a client's money entrusted to him, knowing that it is the client's money and knowing that the client has not authorized the taking. It makes no difference whether the money is used for a good purpose or a bad purpose, for the benefit of the lawyer or for the benefit of others, or whether the lawyer intended to return the money when he took it, or whether in fact he ultimately did reimburse the client; nor does it matter that the pressures on the lawyer to take the money were great or minimal. The essence of Wilson is that the relative moral quality of the act,

> measured by these many circumstances that may surround both it and the attorney's state of mind, is irrelevant: it is the mere act of taking your client's money knowing that you have no authority to do so that requires disbarment . . . . The presence of "good character and fitness," the absence of "dishonesty, venality, or immorality" – all are irrelevant.
>
> [In re Noonan, 102 N.J. 157, 159-60 (1986).]

In 2022, more than forty years after Wilson was decided, the Court re-affirmed its "bright-line rule . . . that knowing misappropriation will lead to disbarment." In re Wade, 250 N.J. 581, 601 (2022). In Wade, the Court observed that, "[w]hen clients place money in an attorney's hands, they have the right to expect the funds will not be used intentionally for an unauthorized purpose. If they are, clients can confidently expect that disbarment will follow." Ibid.

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).

Similarly, N.J.S.A. 2C:21-15 provides, in relevant part, that:

> [a] person commits a crime if he applies or disposes of property that has been entrusted to him as a fiduciary . . . in a manner which he knows is unlawful and involves substantial risk of loss or detriment to . . . a person for whose benefit the property was entrusted whether or not the actor has derived a pecuniary benefit.

"The 'essential elements' of [N.J.S.A. 2C:21-15] are that 'the [person] knowingly misused entrusted property.'" State v. Coven, 405 N.J. Super. 266, 272 (App. Div. 2009) (citations omitted). Indeed, those elements "track those of a disbarment proceeding under [Wilson]." Ibid. (citing In re Lulo, 115 N.J. 498, 502 (1989)). In that vein, whether a fiduciary acts with fraudulent intent in connection with their knowing misuse of entrusted property is irrelevant. See State v. Manthey, 295 N.J. Super. 26, 30-31 (App. Div. 1996) (rejecting a defendant's argument that the trial judge erred by refusing to instruct the jury that, to obtain a conviction under N.J.S.A. 2C:21-15, the State was required to

prove that the defendant acted with fraudulent intent). Similarly, whether a fiduciary reimburses his victims for misapplying their entrusted property is also irrelevant. See State v. Modell, 260 N.J. Super. 227, 250-51 (App. Div. 1992) (in attempting to overturn his convictions for violating N.J.S.A. 2C:21-15, the defendant argued that he did not benefit from the improper transactions because all victims were, eventually, reimbursed for the amounts that he had misapplied; the Appellate Division rejected the defendant's argument, reasoning that "if a victim whose property has been misapplied is eventually made whole, then no conviction may stand because the State no longer can prove that the defendant received a benefit[;] [N.J.S.A. 2C:21-15] does not support this position[;] [f]urther, we note that although all three victims here may have been reimbursed, it was not demonstrated that defendant was directly responsible for that reimbursement"), certif. denied, 133 N.J. 432 (1993).

Finally, 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 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)), and 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).

The PPE Group Client Matter

Applying these principles, we determine that respondent knowingly misappropriated entrusted escrow funds, in violation of RPC 1.15(a), RPC 8.4(c), and the principles of Wilson and Hollendonner, and further committed third-degree misapplication of entrusted property, in violation of RPC 8.4(b) and N.J.S.A. 2C:21-15, based on his repeated invasion of Perriera's $10,000 real estate deposit, throughout June 2022, to cover his personal expenses.

As respondent conceded in his June 7, 2022 letter to Quan, he expressly accepted a fiduciary duty to safeguard Perriera's $10,000 real estate deposit until the settlement of the transaction. In addition to Perriera, respondent's client, Williams, also held an interest, as the seller, in the $10,000 deposit. However, rather than hold those escrow funds inviolate, respondent repeatedly utilized them, without the parties' knowledge or permission, to cover personal obligations as they became due.

Specifically, on June 1, 2022, the day after respondent deposited Perriera's $10,000 real estate deposit in his ATA, which, at that time, contained no other funds, he electronically transferred $6,350 of those entrusted funds to his ABA, resulting in a $6,682.83 ABA balance. The very next day, on June 2, respondent utilized $6,350 of the entrusted escrow funds to pay $6,306.84 to his

residential landlord and to cover some of his $404.54 in personal ABA debit card purchases.

Respondent's knowing misappropriation did not end there. On June 3, 2022, he electronically transferred $330 of the entrusted ATA funds to his ABA, curing a negative $28.55 ABA balance and allowing him to make $207.45 in additional personal ABA debit card purchases. Approximately two weeks later, on June 16, 2022, respondent electronically transferred $900 of the escrow funds from his ATA to his ABA, thereby increasing his ABA balance to $1,377.51 and allowing him to immediately make a $910 ABA disbursement, via wire transfer, to his office landlord.

Additionally, between June 17 and 22, 2022, respondent made fourteen ABA purchases for various personal expenses. To avoid creating a negative $78.32 ABA balance during that timeframe, he electronically transferred a total of $480 of the escrow funds from his ATA to his ABA, enabling his personal purchases.

Finally, on June 27 and 28, 2022, respondent, while in Las Vegas, Nevada, made more than $3,000 in personal purchases and ATM withdrawals, via his ABA debit card. To both cover those personal purchases and avoid a significant ABA shortage, on June 27, he electronically transferred $2,000 of the entrusted ATA funds to his ABA.

Thereafter, on June 30, 2022, in anticipation of the July 5 real estate closing, respondent, using funds from unknown sources, replenished the entire $10,000 real estate deposit in his ATA. On July 6, 2022, he made a $10,000 ATA disbursement, via wire transfer, to Williams, who, along with Perriera, had remained unaware of his repeated and knowing invasions of the escrowed funds.

During his November 2023 demand audit, respondent failed to offer any explanation for his numerous acts of knowing misappropriation in connection with the PPE Group client matter. However, the Court has "consistently maintained that a lawyer's subjective intent, whether it be to 'borrow' or to steal, is irrelevant to the determination of the appropriate discipline in a misappropriation case." In re Warhaftig, 106 N.J. 529, 533 (1987) (citations omitted). Indeed, the subsequent replacement of escrow funds will not save an attorney from the Wilson disbarment rule. See In re Blumenstyk, 152 N.J. 158 (1997) (attorney disbarred for knowingly misappropriating escrow funds; he received $65,000 from a buyer as a deposit for a real estate deal and took $15,412.55 from the escrow funds, without authorization; his defense, that he had made restitution, was rejected).

The Paul Client Matter

Additionally, we determine that respondent knowingly misappropriated escrow funds, in violation of RPC 1.15(a), RPC 8.4(c), and the principles of Wilson and Hollendonner, and committed third-degree misapplication of entrusted property, in violation of RPC 8.4(b) and N.J.S.A. 2C:21-15, by utilizing $2,000 of Levy's $17,500 real estate deposit to pay his personal rent, on February 22, 2022.

As in the PPE Group client matter, on January 3, 2022, respondent sent Levy's attorney a letter expressly accepting a fiduciary duty to safeguard Levy's $17,500 real estate deposit until the settlement of the transaction. Moreover, like Levy, respondent's client, Paul, also held an interest in those funds, as the seller.

On February 18, 2022, more than one month after he had deposited the $17,500 real estate deposit in his ATA, respondent, while holding no other ATA funds, electronically transferred $2,000 of the escrow funds to his ABA. Thereafter, respondent made no ABA purchases until February 22, 2022, when he made a $6,725.34 ABA payment to either his office or his residential landlord and made more than $900 in additional ABA purchases for various personal expenses. Respondent's $6,725.34 ABA payment to his landlord reduced his ABA balance to just $164.71 and, thus, depleted nearly all the $2,000 in escrow funds that he had transferred to his ABA. Thereafter, respondent's ABA balance

remained below $2,000 until February 28, 2022, when he rectified his ABA shortage with funds from unknown sources.

On March 15, 2022, respondent electronically transferred $2,006.50 from his ABA to his ATA, thereby replenishing Levy's real estate deposit and enabling him to make a $73,475.74 ATA disbursement to Paul, on April 4, 2022, to "complete the real estate transaction."

Like his knowing misappropriation in the PPE Group client matter, respondent failed to explain to the OAE why he had knowingly misappropriated $2,000 of the entrusted escrow funds to pay his personal rent. He conceded to the OAE, however, that he had no authorization to use those funds for his personal expenses.

The Benthall Client Matter

Moreover, we conclude that respondent knowingly misappropriated client funds, in violation of RPC 1.15(a), RPC 8.4(c), and the principles of Wilson, and committed third-degree misapplication of entrusted property, in violation of RPC 8.4(b) and N.J.S.A. 2C:21-15, by utilizing $3,335 of Benthall's net settlement funds to make numerous personal purchases, in September 2022.

Specifically, on September 1, 2022, respondent deposited, in his ATA, Benthall's $5,000 personal injury settlement check. Respondent previously had

settled Benthall's personal injury matter, sometime before August 2022, without filing any lawsuit or incurring any costs to himself. Pursuant to their retainer agreement, respondent was entitled to a $1,665 contingency fee for his representation of Benthall, who should have received $3,335 in net settlement funds from respondent.

However, on September 2, 2022, respondent electronically transferred the entire $5,000 in settlement funds from his ATA to his ABA, thereby depleting his entire ATA balance. Immediately thereafter, between September 2 and 6, 2022, he utilized those funds to make numerous personal purchases and ATM withdrawals, totaling more than $5,800, via his ABA debit card. During that timeframe, respondent held less than $2,400 of unrelated funds in his ABA and, thus, Benthall's $3,335 in net settlement funds enabled him to make his numerous personal purchases. Thereafter, by October 31, 2022, the date of respondent's final ATA bank statement contained in the record before us, he maintained a zero-dollar ATA balance. Further, by or around April 3, 2023, he closed his ABA with a zero-dollar balance.

As the OAE determined, following an audit of respondent's financial records, he neither notified Benthall of his receipt of her settlement funds nor disbursed to Benthall any portion of her $3,335 in net settlement funds, in violation of RPC 1.15(b). Indeed, during his November 2023 demand audit,

respondent could not explain why he had utilized Benthall's client funds to pay for his personal expenses. Similarly, respondent did not claim to the OAE that Benthall had authorized him to use her entitled funds for his personal purchases.

Commingling and Failing to Safeguard RPC 1.15(a) Charges

In addition to committing knowing misappropriation of entrusted funds in connection with the PPE Group, Paul, and Benthall client matters, the OAE also charged respondent with three additional instances of RPC 1.15(a) by failing to safeguard the entrusted funds in each of those client matters. Specifically, the three additional RPC 1.15(a) charges alleged that respondent failed to safeguard the entrusted funds by spending substantial portions of those funds on his personal expenses.

Here, because the prior RPC 1.15(a) charges are premised upon respondent's knowing misappropriation in each of the client matters and, thus, adequately address his failure to safeguard entrusted funds, we dismiss the three additional RPC 1.15(a) charges, which are premised solely on respondent's failure to safeguard, as duplicative.

Additionally, the OAE charged respondent with four instances of RPC 1.15(a) by commingling his personal ABA funds with Levy's; Perriera's; Aied's; and Benthall's respective entrusted funds. In each of those client

matters, respondent held entrusted escrow or client funds, in his ABA, together with his personal funds and other unidentified funds. However, in attorney disciplinary matters, the term "commingling" typically applies to an attorney's improper use of an ATA to house personal funds, rather than the deposit of client or escrow funds into an ABA. See In the Matter of Ihab Awad Ibrahim, DRB 20-135 (April 26, 2021) at 16-17; In the Matter of Walter Toto, DRB 19-071 (October 22, 2019) at 21-22. Here, because respondent did not use his ATA to house personal funds, we dismiss the four RPC 1.15(a) commingling charges as inapplicable.

Practicing Law While Ineligible, Recordkeeping, and Failing to Cooperate

Respondent also violated RPC 5.5(a)(1) by knowingly practicing law while administratively ineligible between June 26, 2023 and January 11, 2024. During that timeframe, despite his ineligible status, respondent admittedly performed legal work in connection with twenty-five client matters. Moreover, during an October 3, 2023 telephone conversation, the OAE expressly reminded him of his ongoing ineligibility to practice law for failing to pay the annual assessment to the CPF and for failing to comply with the mandatory procedures for annual IOLTA registration. Respondent, however, "did not express surprise" to the OAE regarding his ongoing ineligible status. Following his October 3

conversation with the OAE, and despite the OAE's express reminder regarding his ongoing ineligibility, respondent continued to practice law while ineligible in connection with ten client matters, demonstrating his indifference to the restrictions placed upon his license.

Additionally, respondent violated RPC 1.15(d) by committing numerous, serious recordkeeping infractions. Specifically, the OAE's audit revealed that he had (1) maintained a negative ATA balance for seven months; (2) failed to maintain images of ATA and ABA checks; (3) maintained improper designations on his ATA and ABA bank statements and checks; (4) conducted numerous improper electronic transfers of ATA funds; (5) failed to maintain ATA and ABA receipts and disbursements journals; (6) failed to maintain an IOLTA registered ATA; (7) failed to maintain trust ledger cards for each client; and (8) failed to conduct monthly three-way reconciliations of his ATA.

Finally, respondent violated RPC 8.1(b) by failing to cooperate with the OAE's disciplinary investigation of his financial records, spanning between August 2023 and January 2024.[19] Specifically, between August and October 2023, respondent repeatedly failed to reply to the OAE's numerous

[19] Although respondent also failed to cooperate with the OAE's repeated efforts, between March and July 2023, to conduct a random compliance audit at his office, the scope of the RPC 8.1(b) charge was limited to his failure to cooperate with the disciplinary investigation spanning from August 2023 through January 2024.

correspondence requesting his firm's complete financial records. Indeed, it was not until October 3, 2023, less than thirty minutes before the first scheduled demand audit, when respondent made any attempt to contact the OAE by claiming that he was not prepared for the audit, which the OAE was forced to reschedule to October 12, 2023.

Following his October 3 telephone conversation with the OAE, respondent appeared for the October 12 demand audit, during which he offered no explanation for why he had failed to reply to the OAE's prior telephone messages. Thereafter, respondent failed to provide the OAE with any of his firm's financial records in advance of the November 20, 2023 second demand audit, despite the OAE's multiple reminders to him to provide such records.

Following respondent's participation in the November 20 second demand audit, he failed to provide the OAE with any written explanations regarding his knowing misappropriation. Moreover, he provided the OAE with various incomplete submissions containing only minimal financial records, a list of the client matters he had handled while ineligible, and portions of only "some" of the relevant client files sought by the OAE. By January 2024, respondent ceased all cooperation with the OAE, resulting in his March 21, 2024 temporary suspension.

DRB 25-177

We also determine that respondent brazenly practiced law while suspended by representing numerous clients from whom he either concealed his suspension or affirmatively misrepresented his authorization to practice law.

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).]

Additionally, if the person "[d]erives a benefit" from engaging in the unauthorized practice of law, the offense level is enhanced to a third-degree crime. See N.J.S.A. 2C:21-22(b).

The Benjamin; Oliver; Kemp; Bolden; and Confidential Client 1 Matters

We conclude that respondent violated RPC 1.16(a)(1); RPC 3.4(c); RPC 5.5(a)(1); and RPC 8.4(d) by representing Benjamin; Oliver; Kemp; Bolden; and CC1 while suspended, in willful defiance of the Court's March 21, 2024 temporary suspension Order. Rather than withdraw or refuse to undertake the representations, respondent continued to appear, on numerous occasions on behalf of those clients, in courts throughout the Burlington County Vicinage.

Compounding his misconduct, respondent repeatedly masked his suspended status from both his clients and adversaries, in violation of RPC 8.4(c), and the Superior and municipal courts, in violation of RPC 3.3(a)(5). Respondent's refusal to disclose his suspension and withdraw from the representations needlessly disrupted his clients' matters and forced Superior Court judges to expend their resources to ameliorate the effects of his dishonesty.

Specifically, in July 2024, after learning of respondent's suspension from Benjamin's adversary, Judge Hynes was forced to relieve respondent as counsel

and allow Benjamin the opportunity to obtain replacement counsel. However, even after Judge Hynes expressly removed him from the representation, respondent continued to provide prohibited legal assistance to Benjamin, who was unable to afford substitute counsel.

Additionally, in September 2024, after independently discovering respondent's suspension, Judge Breland was forced to vacate Oliver's May 2024 guilty plea to third-degree wrongful impersonation, citing the fact that respondent had represented Oliver, at his plea hearing, while suspended. Had respondent complied with his obligations as a suspended attorney, Oliver could have sought prompt representation with the OPD, and the serious waste of judicial and prosecutorial resources could have been avoided.

Similarly, in September 2024, Judge Breland notified Kemp of respondent's suspended status after his mother had paid respondent substantial legal fees for the representation. Respondent, however, ignored Kemp's mother's December 2024 text message confronting him regarding his solicitation of legal fees while suspended. Meanwhile, the OPD assumed the representation, given that neither Kemp nor his mother could afford to retain private counsel.

Further, despite his express commitment to the OAE, during the November 2024 demand interview, that he would cease practicing law while

suspended, respondent brazenly continued to appear, in municipal court, on Bolden's behalf. Indeed, on February 12, 2025, Bolden appeared in municipal court and pleaded guilty to DWI while represented by respondent.

Respondent unquestionably derived a significant financial benefit from his unauthorized practice of law, in violation of N.J.S.A. 2C:21-22(b) and, by extension, RPC 8.4(b). Specifically, following his temporary suspension, respondent received $4,000 in legal fees from CC1, in connection with his domestic violence matter, and $9,000 in fees from Kemp's mother, in connection with Kemp's criminal matter. Alarmingly, even after receiving $9,000 in illicit legal fees from Kemp's mother, respondent attempted to solicit additional fees for a July 29, 2024 status conference, which, unbeknownst to Kemp's mother, he had failed to attend.

Moreover, respondent violated RPC 1.3 by failing to file both a case information statement and discovery responses, on Benjamin's behalf, as Judge Hynes's June 10, 2024 order expressly required.

Finally, respondent violated RPC 8.1(b) by failing to adequately cooperate with the OAE's investigation of the five client matters comprising Count One of the formal ethics complaint. Specifically, between August and December 2024, respondent sent only two incomplete submissions in reply to the OAE's multiple requests that he provide detailed information and documents

concerning those client matters. Respondent also failed, despite the OAE's express instructions, to demonstrate that he had ceased his involvement in each of the client matters. Rather, he continued to defy both the Court's temporary suspension Order and the OAE's clear directive by continuing to represent Bolden, until at least February 2025. We conclude that respondent's minimal attempt to participate in the disciplinary process, as exacerbated by his refusal to cease his unauthorized practice of law, clearly demonstrates that he failed to cooperate.

The Wiggins Client Matter

Additionally, we determine that respondent grossly mishandled Wiggins's post-judgment matrimonial matter while suspended, in violation of 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).

Specifically, in October 2023, Wiggins, through Green, retained respondent to appeal or seek reconsideration of an August 2023 Superior Court order denying her request to re-open her matrimonial matter. Thereafter, between October 13 and December 29, 2023, Green paid respondent $5,075 in total legal fees, $75 more than the $5,000 retainer fee specified in the written fee agreement. Although respondent provided Green with a draft motion for

reconsideration on December 22, 2023, he altogether failed to file the application. Rather, on January 3, 2024, he lied to Green that he had filed the motion, misrepresenting that he was "just waiting for the court to confirm the hearing date for it to be argued," in violation of RPC 8.4(c).

Meanwhile, between November 2023 and May 2024, Green sent respondent numerous, urgent messages requesting updates on the status of the application, which she believed had been filed. Respondent, however, largely failed to reply and, when he did respond, he attempted to mask his mishandling of the matter from Green, in violation of RPC 1.4(b). Specifically, rather than truthfully disclose his failure to file the reconsideration motion, he deflected her earnest attempts at communication by claiming that he was unavailable to speak with her because of his purported attendance at depositions. Compounding his dishonesty, respondent attempted to blame a Superior Court judge for not scheduling the reconsideration motion for oral argument, despite his failure to file the application in the first place.

While respondent repeatedly snubbed Green's good faith attempts to communicate, he simultaneously failed to inform her of his suspended status, in violation of RPC 8.4(c), and refused to withdraw from the representation as a result of his suspension, in violation of RPC 1.16(a)(1). Rather, on September 3, 2024, Green independently discovered respondent's ongoing suspension and

learned, from court staff, that he had failed to file Wiggins's reconsideration motion. However, when Green confronted respondent regarding his mishandling of the matter and his authorization to practice law, he continued to obscure the truth from Green, claiming that "[n]obody has been lying to you."

Following his prolonged course of dishonesty toward his clients, respondent failed to cooperate with the OAE's disciplinary investigation, in violation of RPC 8.1(b). Specifically, in October 2024, he failed to comply with the OAE's requests for his billing records and to directly answer whether he had filed Wiggins's reconsideration motion. Although respondent eventually conceded, during the November 8, 2024 demand interview, that he had failed to file the reconsideration motion, he made no further attempt to cooperate. Indeed, he completely ignored the OAE's November 19, 2024 request for additional information concerning the representation.

The Cousins and Confidential Client 2 Matters

Next, we determine that respondent violated RPC 1.16(a)(1); RPC 3.4(c); RPC 5.5(a)(1); and RPC 8.4(d) by representing Cousins and CC2 while suspended.

Respondent undertook both representations in May 2024, two months after his temporary suspension took effect. During the representations, he

repeatedly appeared, on behalf of both clients, in the Superior Court, in willful defiance of the Court's suspension Order. Alarmingly, respondent continued to appear in court, on behalf of CC2, until April 2025, several months after the OAE had warned him to cease practicing law while suspended. Respondent, however, failed to disclose his suspended status to the numerous courts he appeared before, in violation of RPC 3.3(a)(5).

Additionally, respondent derived a substantial financial benefit from his illicit practice of law, in violation RPC 8.4(b) (engaging in third-degree unauthorized practice of law). Specifically, he received $18,000 in total legal fees from both clients from whom he concealed his suspended status, in violation of RPC 8.4(c).

Moreover, respondent leveraged Cousins's vulnerable position as a criminal defendant to convince Freeman into paying additional fees for her son's representation, even after she had discovered his suspended status. Specifically, in September 2024, when Freeman confronted respondent regarding his suspension, he lied to her that he was authorized to practice law, in violation of RPC 8.4(c). To ensure that he could continue to collect legal fees from Freeman, respondent told her that, if she did not continue to pay him, Cousin could suffer "serious consequences." Although Freeman was concerned regarding

respondent's authorization to practice law, she provided him with $1,000 in additional fees, fearing that her son would be harmed if he was unrepresented.

Moreover, respondent violated RPC 1.3 by failing, for several months, to request discovery connected to Cousins's matter and to review such materials with his client. Although respondent expressed his commitment to Cousins that he would review discovery with him at an October 17, 2024 meeting, he failed to do so. Consequently, on or around October 21, 2024, Cousins retained substitute counsel, who promptly obtained and reviewed discovery with him.

Following his termination as counsel in October 2024, respondent violated RPC 1.16(d) by failing to refund any portion of the unearned $5,000 legal fee, despite Freeman's repeated requests. Specifically, in February 2025, Freeman accepted respondent's offer to refund $5,000 of the $8,500 total legal fee, despite her reservations that respondent did not earn $3,500 in fees for the representation. Although respondent agreed to issue a refund to Freeman by March 21, 2025, he failed to do so, and, thereafter, ignored her repeated messages requesting updates on the status of the refund.

Additionally, respondent violated RPC 1.4(b) by failing to notify CC2 of a mandatory court appearance. CC2's failure to appear at that proceeding resulted in the issuance of a warrant for his arrest, forcing CC2 to remain home

for days, out of fear of being arrested. Respondent's failure to communicate also forced CC2 to pay additional, needless legal fees to vacate the warrant.

Further, respondent failed to adequately cooperate with the OAE's investigation of his conduct, in violation of RPC 8.1(b). Specifically, he failed to comply with the OAE's express instructions to provide retainer agreements and a payment log connected to his representation of CC2. Similarly, he failed to provide the OAE with both a complete list of client matters he had handled while suspended and a detailed explanation concerning his illicit representation of Cousins. Respondent also violated RPC 8.1(a) by lying to the OAE, during the December 2024 demand interview, that he had reviewed discovery with Cousins when, in fact, he had not.

Finally, respondent violated an additional instance of RPC 8.1(b) by failing to answer the formal ethics complaint underlying DRB 25-177, thus, allowing this matter to proceed as a default

In sum, regarding DRB 25-178, we find that the allegations of the formal ethics complaint clearly and convincingly establish that respondent knowingly misappropriated escrow funds in the PPE Group and Paul client matters, in violation of RPC 1.15(a), RPC 8.4(c), and the principles of Wilson and Hollendonner. In addition, we find that respondent knowingly misappropriated client funds in connection with the Benthall client matter, in violation of RPC

1.15(a), RPC 8.4(c), and the principles of Wilson. Further, we find that respondent violated RPC 1.15(b); RPC 1.15(d); RPC 5.5(a)(1); RPC 8.1(b); and RPC 8.4(b) (three instances).

However, we dismiss, as inapplicable, the charged violations of RPC 1.15(a) (four instances) alleging commingling. Finally, we dismiss, as duplicative, the charged violations of RPC 1.15(a) (three instances) alleging failing to safeguard client and escrow funds.

Regarding DRB 25-177, we find that respondent violated RPC 1.1(a); RPC 1.3 (three instances); RPC 1.4(b) (two instances); RPC 1.16(a)(1) (eight instances); RPC 1.16(d); RPC 3.3(a)(5) (seven instances); RPC 3.4(c) (two instances); RPC 5.5(a)(1) (eight instances); RPC 8.1(a); RPC 8.1(b) (four instances); RPC 8.4(b) (five instances); RPC 8.4(c) (ten instances); and RPC 8.4(d) (two instances).

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

Quantum of Discipline

Respondent not only systematically misappropriated client and escrow funds to cover his numerous personal purchases, but he also brazenly victimized his clients while suspended.

In New Jersey, "[d]isbarment is mandated" for knowing misappropriation of client or escrow funds. In re Orlando, 104 N.J. 344, 350 (1986) (citing Wilson, 81 N.J. at 456); Hollendonner, 102 N.J. at 28.

Respondent's careful, just-in-time transfers of entrusted funds between his ATA and ABA to satisfy his personal and professional obligations demonstrate that he knew exactly what was happening in his attorney accounts. Respondent's knowing misappropriation bears striking resemblance to that of the disbarred attorneys in In re Pomerantz, 155 N.J. 122 (1998), In re Jupin, 248 N.J. 425 (2021), and In re Anderson, 248 N.J. 576 (2021).

In Pomerantz, the Court found that the attorney "had used her client's funds for her own purposes without authorization." 155 N.J. at 133. The Court explained:

> Her juggling of funds between her personal, business, and trust accounts belies her claimed lack of knowledge that she was out-of-trust. [Pomerantz's] behavior demonstrates that she was aware of shortfalls in her accounts. For example, [Pomerantz] paid [her client] from the trust account rather than the business account when the business account did not contain enough money to cover the amount due [to the client]. We have previously observed that when an attorney makes a loan to a deficient trust account, it indicates that the attorney may be "personally aware on that date that his handling of the trust account had produced the deficit result."
>
> [Ibid. (citation omitted).]

Further, the Court noted that, although Pomerantz "may not have intended to permanently deprive [the client] of her money," and that she had "intended to replace the funds," her intentions were irrelevant, citing In re Irizarry, 141 N.J. 189, 192 (1995), and Noonan, 102 N.J. at 160. Id. at 134. As a corollary, the Court rejected the importance of the claimed ability to make restitution, noting that the restitution funds may fail to materialize. Id. at 134-35.

Pomerantz's defenses constituted willful blindness, in the Court's view, because knowledge that the invasion of client funds was a likely result of an attorney's conduct constitutes "a state of mind consistent with the definition of knowledge in our statute law." Id. at 135 (citing In re Skevin, 104 N.J. 476, 486 (1986)). In other words, even if the Court had accepted Pomerantz's contentions that "she was unaware that she was out-of-trust, her 'willful blindness' satisfie[d] [the Court] that she knowingly misappropriated client funds." Ibid. Similarly, the Court observed that "knowing misappropriation may be established by 'evidence [that] clearly and convincingly demonstrates that [an attorney] knew the invasion was a likely result of [her] conduct.'" Ibid. (quoting Irizarry, 141 N.J. at 194) (first and third alterations in original).

More recently, in In re Jupin, 248 N.J. 425 (2021), the Court disbarred an attorney for "her systematic knowing misappropriation of client trust funds." In the Matter of Angela Jupin, DRB 20-342 (May 26, 2021) at 41. In that matter,

approximately one week after opening her second ATA with more than $11,400 of client funds, Jupin transferred nearly all those funds to her ABA, which contained a negative balance and an outstanding $1,125 ABA check that had been issued but not yet negotiated in connection with an unrelated matter. Id. at 44. The client funds held in her ABA rectified Jupin's negative ABA balance, allowed the $1,125 ABA check to be negotiated successfully, and enabled Jupin to make ABA cash withdrawals and debit card purchases. Ibid. Thereafter, Jupin made a "just-in-time" account replenishment to cover the checks that she had issued to her clients but were not yet negotiated. Id. at 44-45.

In a separate client matter, Jupin deposited $2,531.40 comprising a client's tax refund in her ABA when that account had a negative balance. Id. at 45. Almost immediately thereafter, Jupin made a $1,696.70 ABA payment to her children's day care center. Ibid. Several months later, after invading her client's funds in her ABA more than seventy times, Jupin issued a $1,265.70 check to her client, representing her share of the proceeds. Ibid. Jupin's client, however, was able to successfully negotiate her check only after Jupin had made two ABA deposits. Ibid.

In another client matter, Jupin deposited her client's $2,500 settlement payment owed to an opposing party in her ABA, which had a negative $1,538.84 balance. Id. at 46. The following day, Jupin made a $400 ABA cash withdrawal.

Ibid. Jupin, however, failed to issue the $2,500 settlement check to the opposing party's attorney until more than two months later. Ibid. Two days after she issued the settlement check, Jupin deposited $470 in her ABA, raising the balance to $2,500.65 – just enough to cover the $2,500 settlement check, which was negotiated that same day. Ibid.

In three additional client matters, Jupin committed similar acts of knowing misappropriation by depositing client funds in her ABA, which contained a negative balance. Id. at 47. Jupin then proceeded to make twenty-two personal ABA purchases before attempting to replenish the client funds that she was required to hold inviolate. Ibid.

In finding that Jupin repeatedly engaged in knowing misappropriation of client funds, we observed that she consistently deposited client funds in her ABA, spent them down, and, thereafter, made "just-in-time" ABA deposits before her clients negotiated their checks. Id. at 47. Additionally, we determined that, even if Jupin had not been so clearly and demonstrably aware of her invasion of client funds, she was indefensibly and willfully blind to her acts of misappropriation. Id. at 50-51. The Court disbarred Jupin following her failure to appear for its Order to Show Cause. In re Jupin, 248 N.J. 425 (2021).

Finally, in In re Anderson, 248 N.J. 576 (2021), the Court disbarred an attorney who began knowingly misappropriating her client's funds, the sole

purpose of which was to be used for child support payments, almost as soon as she received her client's final deposit. In the Matter of Rosemarie Anderson, DRB 20-285 (July 26, 2021) at 42-43, 54. We found that, despite Anderson's purported ignorance of what was happening in her attorney accounts, she was "quite adept" at tracking and moving funds. Id. at 50-51. Specifically, Anderson managed to understand her account balances enough to transfer funds, from whichever account(s) necessary, to make timely payments of other monthly obligations, including her mortgage and office rent. Id. at 53. In that vein, Anderson engaged in "lapping," that is, using one party's funds to pay trust obligations owed to another party. Id. at 43 (citing In re Brown, 102 N.J. 512, 515 (1986)). To "keep her financial ship afloat," Anderson made either just-in-time deposits or transfers of funds to cover ATA shortages, negative client balances, and other obligations as they became due. Id. at 43, 53.

Additionally, when serious aggravating factors are present, practicing law while suspended can result in disbarment. See In re Kassem, 259 N.J. 325 (2024) (in a default matter, the attorney practiced law while suspended in connection with five client matters; he brazenly continued to operate his law firm, and remained present in his office, as if the Court had never suspended him; we determined that his egregious mistreatment of clients, coupled with his unauthorized practice of law and mounting disciplinary history, placed him over

the threshold of disbarment), and In re Kim, __ N.J. __ (2022), 2022 N.J. LEXIS 1068 (in a default matter, the attorney practiced law while suspended for almost three-and-a-half years following his temporary suspension, in connection with sixteen small business loan closings before the United States Small Business Administration; during each loan closing, the attorney falsely certified that he maintained an active New Jersey law license; the attorney also ignored the OAE's communications, spanning several months, which required him to reply to the ethics grievance; prior 2015 censure and 2020 three-year suspension).

Here, like the attorneys in Pomerantz, Jupin, and Anderson, respondent brazenly misappropriated client and escrow funds, almost as soon as he received them, to cover his personal expenses as they became due. Specifically, after depositing client or escrow funds in his ATA, he transferred all or substantial portions of those funds to his ABA, spent them down, and, in the PPE Group and Paul client matters, replenished the entrusted funds in his ATA just in time to ensure that he could disburse those funds to their entitled parties. Alarmingly, respondent concealed from Benthall his receipt of her settlement funds and, thereafter, utilized the entirety of those funds to cover his personal obligations, without ever making his client whole.

Because respondent failed to maintain an IOLTA registered ATA, took steps to ensure that he timely replenished the real estate deposits he had

misappropriated, and failed to notify Benthall of his receipt of her settlement funds, he was able to avoid detection for his numerous acts of knowing misappropriation until the OAE selected him for an April 2023 random audit. Respondent, however, failed, despite numerous opportunities, to participate in the random audit, cooperate in the OAE's subsequent disciplinary investigations underlying these consolidated matters, and offer any explanation to the OAE regarding both his extensive practice of law while suspended and his systematic invasions of entrusted funds to cover his personal obligations.

Moreover, despite the OAE's repeated, good faith efforts to remind him of his ethical obligations, respondent, like the disbarred attorneys in Kassem and Kim, continued to practice law while suspended, lie to his clients regarding the restrictions placed upon his law license, and solicit legal fees from clients under false pretenses, often in connection with their inherently sensitive criminal or family matters. Compounding his disturbing mistreatment of clients, respondent allowed both these matters to proceed as defaults, demonstrating his disinterest in maintaining his law license and in participating in the disciplinary process underlying these serious ethics matters.

Conclusion

New Jersey disciplinary precedent makes it clear that, when an attorney behaves in a manner such "as to destroy totally any vestige of confidence that the individual could ever again practice in conformity with the standards of the profession," that attorney should be disbarred. In re Templeton, 99 N.J. 365, 376 (1985). Similarly, in In the Matter of Marc D'Arienzo, DRB 16-345 (May 25, 2017) at 26-27, we found that disbarment was the only appropriate sanction, given the lack of evidence that the attorney could ever return to practice and improve his conduct. Specifically, we found:

> Given the contemptible set of facts present in these combined matters, we must consider the ultimate question of whether the protection of the public requires respondent's disbarment. When the totality of respondent's behavior in all matters, past and present, is examined, we find ample proof that . . . no amount of redemption, counseling, or education will overcome his penchant for disregarding ethics rules. As the Court held in another matter, "[n]othing in the record inspires confidence that if respondent were to return to practice [from his current suspension] that his conduct would improve. Given his lengthy disciplinary history and the absence of any hope for improvement, we expect that his assault on the Rules of Professional Conduct would continue." In re Vincenti, 152 N.J. 253, 254 (1998). Similarly, we determine that, based on his extensive record of misconduct and demonstrable refusal to learn from his mistakes, there is no evidence that respondent can return to practice and improve his conduct. Accordingly, we recommend respondent's disbarment.

[D'Arienzo, DRB 16-345 at 26-27.]

The Court agreed with our recommendation and disbarred the attorney. In re D'Arienzo, 232 N.J. 275 (2018).

Applying the principles set forth in Templeton; D'Arienzo; Wilson; and Hollendonner, based on both respondent's protracted scheme to knowingly misappropriate entrusted funds and his extensive victimization of clients while suspended, we conclude that disbarment is the only appropriate sanction to preserve the integrity of the bar and to protect the public from his dangerous practices.

Finally, given that respondent has not provided Benthall with any portion of her net settlement funds, and considering the extensive sum of unauthorized legal fees respondent collected from his clients while he was suspended from the practice of law,[20] we recommend that the Court require respondent, by a date certain, to demonstrate to the OAE that he has both reimbursed Benthall for her $3,335 in entitled settlement proceeds and disgorged all legal fees collected following his suspension, including in the Bolden; CC1; CC2; Cousins; and Kemp matters. In connection with the recommended requirement that respondent disgorge all legal fees collected following his suspension, we further

[20] It is well-settled that legal fees incurred in connection with the unauthorized practice of law are per se unreasonable. See In the Matter of George Louis Farmer, DRB 24-258 (April 17, 2025), and In the Matter of David Jay Bernstein, DRB 21-011 (September 22, 2021).

recommend that respondent be required to disclose to the OAE, by a date certain, all legal fees he has received while suspended.

Vice-Chair Boyer and Member Campelo 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 Matters of Chadwick L. Hooker
Docket Nos. DRB 25-177 and 25-178

Decided: January 22, 2026

Disposition: Disbar

Members	Disbar	Absent
Cuff	X	
Boyer		X
Campelo		X
Hoberman	X	
Menaker	X	
Modu	X	
Petrou	X	
Rodriguez	X	
Spencer	X	
Total:	7	2

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