

violated RPC 1.1(a) (gross neglect); RPC 1.2(a) (failure to abide by the client's decision concerning the scope and objectives of the representation); RPC 1.3 (lack of diligence); RPC 1.4(b) (failure to communicate with the client); RPC 1.15(a) (commingling personal funds with client funds in the attorney trust account and negligent misappropriation of client funds); RPC 1.15(d) (failure to comply with the recordkeeping provisions of R. 1:21-6); RPC 1.16(a)(3) (upon discharge by client, failure to withdraw from the representation); RPC 1.16(d) (upon termination of representation, failure to refund unearned fee); RPC 5.3(b) (failure of a lawyer having direct supervisory authority over a nonlawyer employee to make reasonable efforts to ensure that the conduct of the employee is compatible with the professional obligations of the lawyer); and RPC 5.5(a) (unauthorized practice of law – failure to maintain professional liability insurance while practicing as an LLC).

For the reasons set forth below, we determine to impose a censure on respondent, with conditions.

Respondent was admitted to the New Jersey bar in 2002. Since September 2014, she has been a municipal court judge, while maintaining a law practice in Totowa and Paterson, New Jersey.

Respondent has no history of discipline. However, from October 22, 2018 to October 17, 2019, she was ineligible to practice law, due to her failure to

comply with the requirements of the Interest on Lawyers Trust Account (IOLTA) program.

Respondent and the OAE entered into a disciplinary stipulation, dated June 14, 2019, which sets forth the following facts in support of respondent's admitted ethics violations.

The Fernando Zapata Matter (XIV-2019-0180E)

On November 29, 2012, grievant Fernando Zapata retained respondent to file a post-judgment motion to terminate his alimony obligation to his former wife. On October 21, 2014, the Honorable John E. Selser, J.S.C., entered a series of orders and, ultimately, planned to hold a plenary hearing. The hearing was to take place after the completion of a forty-five-day discovery period and a December 16, 2014 case management conference.

Unbeknownst to Zapata, the case management conference did not take place. In February 2015, after Zapata had requested, for months, that respondent apprise him of the status of the case management conference, she informed him that there would be no conference and that the matter would proceed directly to a hearing.

Between March and June 2015, Zapata sent at least four text messages and four e-mails to respondent and her paralegal, Lauren Delnero, inquiring about

the date of the plenary hearing. On April 24, 2015, respondent told Zapata, via text message, that she would get back to him the following week, but she never did. Neither respondent nor Delnero provided Zapata with the requested information.

Respondent claimed that “[w]e kept contacting the Court to find out when this plenary hearing was going to happen.” Finally, on May 19, 2015, respondent sent a letter to the court, requesting a date for the plenary hearing. Although the letter reflected that a copy had been mailed to Zapata, he did not receive it.

In a June 4, 2015 text, Zapata complained to respondent that he had been waiting more than two weeks for her to return his call and asked for a status update. Respondent replied that she had not heard from the court, claimed that “the courts are very back logged,” and requested an additional \$5,000 retainer in order to move forward with the hearing.

Zapata agreed to the additional retainer and asked respondent whether she had requested the hearing verbally or in writing. Zapata instructed respondent to make a written request, if she had not done so, in order to have a record, and to send him a copy of such writing. Respondent agreed to copy Zapata on the correspondence.

On June 10, 2015, Zapata paid respondent \$2,500 toward the additional \$5,000 retainer. On June 25, 2015, he asked her, via text, for a copy of the letter

to the court requesting the plenary hearing. Respondent replied: “I’ll get that to u [sic] tomorrow. I’ve been out to [sic] the office almost all week.”

On June 29, 2015, Judge Selser entered an order that stated: “The above matter scheduled for a plenary hearing on December 16, 2014 has been dismissed without prejudice for lack of prosecution pursuant to New Jersey Rule of Court 1:13-7.”

Although the stipulation does not set forth whether respondent informed Zapata of the dismissal, because Zapata asked respondent about the date of the plenary hearing, presumably respondent failed to tell Zapata that the motion had been dismissed.

Specifically, between June 2015 and August 2015, Zapata repeatedly requested a copy of respondent’s written request to the court seeking a date for the hearing, to no avail. She continued to put him off, claiming once again, in a July 21, 2015 text, that she had the letter on her “home computer” and that she would send a reminder to herself to “get it to you.”

On August 10, 2015, Zapata e-mailed respondent, informed her that he had decided not to proceed with the plenary hearing, and requested a refund of the \$2,500 he had paid toward the additional \$5,000 retainer. Two days later, respondent sent a letter to the court, requesting a date for the plenary hearing. The letter reflected that a copy was to be mailed to Zapata. The letter also

contained the following handwritten note: “Liz from Judge Selser’s chambers will call w/date probably in Sept Per Liz on 8/18/15 @ 1:59 pm.”

On August 19, 2015, respondent told Zapata that she “had to file a motion on this matter to get it heard. It was a procedural issue. Court screw up apparently.” The next day, Zapata sent an e-mail to respondent with a letter attached. The letter stated in part: “Effective immediately, you are not to proceed with any matters until you have heard back from me.” Zapata also requested a copy of respondent’s letter to the court seeking a plenary hearing, a copy of the motion, and a written explanation for the motion and how the court had “screwed up.”

On September 1, 2015, respondent apologized for her late reply to his e-mail, stated that she and Delnero were out of the office that week, and promised to get the information to Zapata as soon as she could. On September 16, 2015, Zapata e-mailed respondent and complained that it had been a month since he had requested information from her office, yet he still had not received it. Respondent sent the following reply:

My apologies, I have been out of the office a lot recently covering both Paterson and Clifton municipal courts. Lauren won’t release anything unless I review it and the limited hours I have had in the office have been incredibly hectic. I have actually been carrying your file around with me in my car for the last month and a half so I have not forgotten about you. My schedule will

hopefully settle down within the next month or so . . .
But I will get this info to you asap.

[DS§B¶I.44;Ex.16.]¹

On October 9, 2015, Zapata terminated the representation in writing. Nevertheless, on October 21, 2015, without Zapata's consent, respondent filed a notice of motion to terminate alimony, together with an undated certification bearing Zapata's signature.

On November 17, 2015, Zapata sent text messages to respondent expressing his dismay that she had filed the motion after he had terminated the representation. He instructed her to withdraw the motion and to provide him with a copy of the document. Respondent stated that she would have Delnero do so "tomorrow," as respondent would be out of the office for the next two days. On November 19, 2015, respondent requested that the court withdraw the motion.

The facts surrounding the filing of the October 2015 motion are set forth in footnotes to the stipulation. According to one footnote:

On February 24, 2017, during her demand interview with the OAE, respondent said there may have been [sic] miscommunication between herself and her then-paralegal, Lauren Delnero. Respondent said that when she told Delnero to file a Motion to Withdraw the Motion to Terminate Alimony, Delnero may have

¹ "DS" refers to the June 14, 2019 disciplinary stipulation.

thought she told her to file the Motion to Terminate Alimony. Respondent suspects Delnero may have filed the Motion to Terminate Alimony to allow her to then file a Motion to Withdraw it to cover up for the fact that she had not filed the Motion to Terminate Alimony with the court in the first place. Respondent admitted, however, “I understand this is my screw-up because [Delnero] works for me.”

[DS§B¶55n.2.]

According to another footnote, respondent denied having signed either her name on the October 2015 motion or Zapata’s name on the certification. The OAE also interviewed Delnero, who could not recall whether she had signed respondent’s name on the alimony motion.

The parties stipulated that respondent had violated RPC 1.1(a) and RPC 1.3 by allowing the Zapata matter to be dismissed for lack of prosecution; RPC 1.4(b) by failing to reply promptly to Zapata’s multiple communications seeking information about the status of the matter; and RPC 1.16(a)(3) and (d) by failing to withdraw from the representation after Zapata had discharged her, and by failing to promptly return Zapata’s advance payment of the \$2,500 retainer fee, following his termination of the representation and request for a refund.

The parties also agreed that respondent had violated RPC 1.2(a) by filing the alimony motion, despite Zapata’s instruction that she not pursue the matter any further, and RPC 5.3(b) by failing to make reasonable efforts to ensure that the conduct of Delnero, over whom she had direct supervisory authority, was

compatible with respondent's professional obligations as a lawyer. Specifically, respondent failed to ensure that the alimony motion was originally filed; and, further, after Zapata told respondent not to file the alimony motion, she failed to ensure that his instruction was followed.

The Yraida Francisco Matter (XIV-2019-0200E)

In June 2013, grievant Yraida Francisco retained respondent to represent her in a divorce action. One year later, on June 9, 2014, Francisco paid respondent a \$1,500 fee to file a motion to enforce litigant's rights, arising from the spousal support component of Francisco's judgment of divorce.

Although respondent drafted the motion, she never filed it. Respondent never informed Francisco of this dereliction, despite multiple conversations with her, between June 2014 and February 2016, after which respondent unilaterally ceased all communication with Francisco.

In July 2016, Francisco's boyfriend called respondent's office and requested either a filed copy of the motion or the return of Francisco's \$1,500 retainer. Respondent declined to take the boyfriend's call, purportedly due to attorney-client confidentiality concerns. Yet, she never contacted Francisco to discuss the issues raised by her boyfriend. More than two years later, on August 7, 2018, respondent returned Francisco's \$1,500.

Based on the above facts, the parties stipulated that respondent had violated RPC 1.3 by failing to act with reasonable diligence and promptness in representing Francisco; RPC 1.4(b) by failing to keep Francisco adequately informed regarding the status of her post-divorce motion and by failing to respond to her client's multiple requests for updates; and RPC 1.16(d) by failing to refund to Francisco the unearned fee, upon her unilateral termination of the representation of Francisco.

Other RPC Violations

The parties further stipulated that respondent's conduct had violated other RPCs. In respect of the Zapata representation, respondent admitted that she violated RPC 1.15(a), which prohibits commingling personal and client funds in the trust account. Specifically, in 2009 or 2010, respondent, who had been a sole practitioner, joined her husband's law firm and began using his trust account. Accordingly, she closed her existing PNC Bank trust account, ending in number 0289 (old PNC Bank trust account), which had been associated with Cecilia Sardiña Guzman, LLC.²

² Although the OAE subpoenaed respondent's PNC Bank trust account records from June 1, 2015 through October 18, 2016, the bank had no records for that period. Therefore, the OAE could not determine the specific date on which respondent closed the account.

In September or October 2014, following her appointment as a municipal court judge, respondent left her husband's firm. She then opened a new PNC Bank trust account, ending in number 9493 (new PNC Bank trust account). Like the old PNC Bank trust account, the new PNC Bank trust account was in the name of Cecilia Sardiña Guzman, LLC.

As stated previously, on June 10, 2015, Zapata paid an additional \$2,500 retainer to respondent. The record does not identify the account into which respondent deposited the check. On August 2, 2016, respondent attempted to refund the fee to Zapata, but mistakenly issued old PNC Bank trust account check no. 101, in the amount of \$2,500, instead of a new PNC Bank trust account check. Because the new PNC Bank trust account did not have sufficient funds to cover the check, she held the check until August 29, 2016, at which time she deposited \$2,500, which her husband had given to her, in the new PNC Bank trust account. Respondent deposited the funds in the trust account, rather than her attorney business account, because she believed that the funds, which she was refunding to Zapata, now belonged to him.³

³ On August 30, 2016, respondent mailed to Zapata the old PNC Bank trust account check, which could not be paid because the trust account had been closed. On October 25, 2016, respondent wrote to Zapata and apologized for the "absolute oversight," in issuing a check against a closed account, and issued a replacement check.

The parties further stipulated to at least two acts of negligent misappropriation of trust account funds, in violation of RPC 1.15(a). First, in January 2017, respondent used an ATM card associated with her attorney business account to pay for a \$62.60 purchase from Pottery Barn Kids. The business account had insufficient funds to cover the purchase. Because the business account ATM card was improperly linked to respondent's new PNC Bank trust account, the bank debited the trust account, on January 26, 2017, to cover the purchase. On February 13, 2017, respondent transferred \$62.60 from the business account to replenish the trust account.

Second, on January 26, 2017, the new PNC Bank trust account should have been holding \$1,542.24 in behalf of respondent's client, Michael Farrell. Yet, the trust account balance on that date was \$1,209.64, representing a \$332.60 shortage in client funds. The shortage resulted from the bank's withdrawal of funds to cover monthly fees dating back as far as July 31, 2015. On February 14, 2017, respondent replenished the trust account with \$287, thus, returning the balance to \$1,542.24.

The parties also stipulated that respondent's recordkeeping practices had violated multiple provisions of R. 1:21-6 and RPC 1.15(d). Specifically, she failed to maintain trust account cash receipts and cash disbursements journals, in violation of R. 1:21-6(c)(1)(A); failed to reconcile the trust account, in

violation of R. 1:21-6(c)(1)(H); made electronic transfers without proper authorization, in violation of R. 1:21-6(C)(1)(A); and received processed trust account and business account checks that were imaged improperly, in violation of R. 1:21-6(b).

Finally, the parties stipulated that, during an unspecified period, respondent had violated RPC 5.5(a)(1) by operating her law firm under the name Cecilia Sardiña Guzman, LLC, without maintaining professional liability insurance, as R. 1:21-1A(a)(3) requires.

Following a review of the record, we are satisfied that the facts contained in the stipulation clearly and convincingly support the finding that respondent violated RPC 1.1(a), RPC 1.3, RPC 1.4(b), and RPC 1.16(a)(3) and (d). The stipulation lacks clear and convincing evidence, however, to sustain the allegations that respondent violated RPC 1.2(a) and RPC 5.3(b).

RPC 1.1(a) prohibits a lawyer from engaging in conduct constituting gross negligence. RPC 1.3 requires a lawyer to act with reasonable diligence and promptness in representing a client. RPC 1.4(b) requires a lawyer to keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information. In the Zapata matter, respondent violated these RPCs by allowing the motion to terminate alimony to be dismissed for

lack of prosecution and by failing to update Zapata on the status of his matter and reply to his requests for information about the case.

In the Francisco matter, respondent violated RPC 1.3 and RPC 1.4(b) by agreeing to file a motion to enforce litigant's rights in behalf of Francisco, taking a \$1,500 retainer from her in June 2013, doing nothing, and ceasing all communication with her in February 2016.

RPC 1.16(a)(3) requires a lawyer to withdraw from the representation of a client if the lawyer is discharged. RPC 1.16(d) requires a lawyer, upon termination of representation, to refund any advance payment of a fee that has not been earned. Respondent violated these RPCs by failing to withdraw from the Zapata representation after he had terminated it, and by failing to promptly return Zapata's advance payment of the \$2,500 retainer fee. Respondent also violated RPC 1.16(d) in the Francisco matter, by taking more than two years to refund her unearned retainer fee.

RPC 1.15(a) requires a lawyer to safeguard a client's funds. Respondent violated that RPC by negligently misappropriating Farrell's monies. Due to her poor recordkeeping practices, respondent did not realize that monthly bank fees were depleting Farrell's funds, or that the bank had electronically transferred trust account funds belonging to Farrell to cover respondent's overdraft of her business account. We note that, when respondent learned of the improper debits

from her trust account, she replenished the funds.

RPC 1.15(d) requires a lawyer to comply with the recordkeeping provisions of R. 1:21-6. As detailed above, respondent stipulated to having committed multiple recordkeeping infractions. She, thus, violated RPC 1.15(d).

RPC 5.5(a)(1) prohibits an attorney from practicing law when doing so violates the regulation of the legal profession. R. 1:21-1A(a)(3) requires a New Jersey attorney who practices law as a professional corporation to maintain professional liability insurance. Respondent operated her law firm under the name Cecilia Sardiña Guzman, LLC, without maintaining the required insurance. She, thus, violated RPC 5.5(a)(1).

We determine to dismiss the RPC 1.15(a) commingling allegation as de minimis non curat lex. When respondent refunded the \$2,500 to Zapata, she did so from the trust account. We recognize that a fee should be deposited and maintained in an attorney's business account. In this case, however, prior to respondent's refund, she did not have the funds in either her trust or business account. Thus, respondent's husband gave her the \$2,500 to refund to Zapata. According to respondent, because she was refunding the monies to Zapata, she believed that the funds belonged to him and, thus, deposited the monies in, and issued the refund from, the trust account. In our view, respondent's belief was not unreasonable and, thus, her violation of RPC 1.15(a) was de minimis.

We also determine to dismiss the RPC 1.2(a) and RPC 5.3(b) allegations. RPC 1.2(a) requires a lawyer to abide by a client's decisions concerning the scope and objectives of the representation. RPC 5.3(b) requires a lawyer who has direct supervisory authority over a nonlawyer employee to "make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer."

We begin with the RPC 5.3(b) violation. According to the stipulation, respondent's violation of this RPC was twofold. First, she "failed to ensure that the Motion to Terminate Alimony was originally filed." We find that the record lacks clear and convincing evidence to support that allegation. Although the first motion to terminate alimony is not in the record, the terms of the court's October 21, 2014 order, which is a part of the record, demonstrate clearly that, at some point prior to that date, the motion was "originally filed."

It could be that the phrase "originally filed" refers to the motion that respondent claimed, in August 2015, she "had to file" due to the court's "screw up." Yet, were we to so find, such a conclusion would not be based on clear and convincing evidence, but, rather, conjecture. We, thus, determine to dismiss the RPC 5.3(b) allegation.

The second violation of RPC 5.3(b) and the violation of RPC 1.2(a) appear to go hand in hand. The parties stipulated that respondent violated RPC 1.2(a)

by filing a motion to terminate alimony after Zapata had instructed her not to pursue the matter any further. Similarly, the stipulated violation of RPC 5.3(b) was based on her failure “to ensure that a Motion to Terminate Alimony was not filed after Zapata had communicated to her his desire that she not file said motion.” In our view, the stipulated facts lack the clarity necessary to support these allegations.

Contrary to the language underlying the second RPC 5.3(b) violation, the stipulation does not state that Zapata told respondent not to file another motion. However, Zapata did instruct respondent, on August 20, 2015, “not to proceed with any matters until you have heard back from me,” which forms the basis for the RPC 1.2(a) violation. Because the direction not to proceed with any matters necessarily includes the filing of a motion, we consider the stipulated RPC violations to arise from the filing of the motion on October 21, 2015, two months after Zapata had instructed respondent not to proceed with “any matters” and more than a week after he had terminated the representation.

RPC 1.2(a) applies to a lawyer’s actions taken during the course of a representation. When the October 2015 motion was filed, respondent no longer represented Zapata. We, thus, dismissed the stipulated violation of RPC 1.2(a).

Although respondent’s stipulated failure to ensure that Delnero followed through on her instruction to file a motion to withdraw the motion to terminate

alimony could sustain the finding that she violated RPC 5.3(b), other aspects of the stipulation lead us to question whether what had happened was that simple. First, even if we assume that a motion filed as far back as August, if not earlier, remained pending in October, we question why respondent would file a motion to withdraw the motion two months after Zapata had instructed her not to proceed with “any matters,” and nearly two weeks after he had terminated the representation.

Second, the stipulated facts convey a sense of chaos in respondent’s practice, reflected most profoundly in her absences from the office, her poor communication with her clients in this matter, and her speculation that Delnero may have misinterpreted the instruction to withdraw a motion to mean she should file a motion.

We find, however, that the stipulation lacks clear and convincing evidence to sustain a finding that what transpired in October 2015 was a matter of respondent’s failure to supervise her employee.

In sum, the stipulated facts clearly and convincingly establish that, in the Zapata matter, respondent violated RPC 1.1(a), RPC 1.3, RPC 1.4(b), and RPC 1.16(a)(3) and (d). In the Francisco matter, respondent violated RPC 1.3, RPC 1.4(b), and RPC 1.16(d). Finally, respondent violated RPC 1.15(a) and (d) and RPC 5.5(a). The stipulation lacks clear and convincing evidence to sustain the

allegations that respondent violated RPC 1.2(a) and RPC 5.3(b). There remains for determination the appropriate quantum of discipline for us to impose on respondent for her unethical conduct.

Generally, a reprimand is imposed for recordkeeping deficiencies and negligent misappropriation of client funds. See, e.g., In re Myyrylainen, 229 N.J. 171 (2017) (attorney failed to safeguard funds, improperly released escrow funds, negligently invaded client funds, lacked diligence, failed to promptly disburse funds for the payment of property taxes, and engaged in recordkeeping irregularities; mitigating factors included the attorney's lack of a disciplinary history, the immediate replenishment of trust account shortages, and her employment of an accountant to reconstruct her client ledgers and to perform monthly three-way reconciliations of her trust account); In re Cameron, 221 N.J. 238 (2015) (attorney's mistaken overpayment to a client invaded other client trust funds; upon learning of the overpayment, he replenished the funds; the attorney also was guilty of various recordkeeping violations); and In re Wecht, 217 N.J. 619 (2014) (attorney's inadequate records caused him to negligently misappropriate trust funds, violations of RPC 1.15(a) and RPC 1.15(d)).

In addition to respondent's recordkeeping violations and negligent misappropriation of client funds, she exhibited gross neglect in the Zapata matter and lacked diligence and failed to communicate with Zapata and

Francisco.

Conduct involving gross neglect and lack of diligence, even when accompanied by failure to communicate with clients, ordinarily results in either an admonition or a reprimand, depending on the number of client matters involved, the harm to the clients, the attorney's disciplinary history, and the presence of aggravating or mitigating factors. See, e.g., In the Matter of Clifford Gregory Stewart, DRB 14-014 (April 22, 2014) (admonition; attorney who was not licensed to practice law in Washington, D.C. filed an employment discrimination case in the United States District Court for the District of Columbia and obtained local counsel to assist him in handling the matter; after the defendant filed a motion to dismiss the complaint, however, the attorney failed to provide local counsel with written opposition to the motion until after the return date, resulting in the granting of the motion as unopposed; violations of RPC 1.1(a) and RPC 1.3; in addition, the attorney failed to keep his client informed about various filing deadlines and about the difficulty he was having meeting them, particularly with the deadlines for filing an objection to the motion to dismiss the complaint, violations of RPC 1.4(b) and (c); we considered the attorney's exemplary, unblemished career of twenty-eight years at the time of the incident); In the Matter of Robert A. Ungvary, DRB 13-099 (September 30, 2013) (admonition; due to the attorney's failure to comply with discovery,

his client's civil rights complaint was dismissed; the attorney's motion to vacate the default was denied and a subsequent appeal was dismissed based on his failure to timely prosecute it; the attorney neither informed the client of the dismissal of the appeal nor discussed with him his decision not to pursue it; violations of RPC 1.1(a), RPC 1.3, and RPC 1.4(b) and (c); although the attorney had been admonished previously, we noted that his conduct predated the conduct in the prior matter, and that the client and his family had continued to use the attorney's legal services, despite his shortcomings in the civil rights matter); In re Burstein, 214 N.J. 46 (2013) (reprimand for attorney guilty of gross neglect, lack of diligence, and failure to communicate with the client; although the attorney had no disciplinary record, the significant economic harm to the client justified a reprimand); and In re Kurts, 206 N.J. 558 (2011) (attorney reprimanded for mishandling two client matters; in one matter, he failed to complete the administration of an estate, causing penalties to be assessed against it; in the other, he was retained to obtain a reduction in child support payments but, at some point, ceased working on the case and closed his office; the client, who was unemployed, was forced to attend the hearing pro se, at which time he obtained a favorable result; in both matters, the attorney was found guilty of gross neglect, lack of diligence, failure to communicate with the client, and

failure to memorialize the basis or rate of his fee; mental illness considered in mitigation; no prior discipline).

Here, respondent also practiced law as an LLC without maintaining the required professional liability insurance. The baseline discipline for practicing law without maintaining required insurance is an admonition. See In re Lindner, 239 N.J. 528 (2019) (default; for a three-year period, attorney practiced law as a limited liability corporation without maintaining professional liability insurance) and In the Matter of Gerald F. Fitzpatrick, DRB 99-046 (April 21, 1999) (for a six-year period, attorney practiced law in a professional corporation without maintaining liability insurance).

The stipulated facts paint a troubling picture of a law practice in chaos due, in part, to an attorney whose time out of the office adversely impacted her ability to tend to her practice and focus on her clients' cases. We consider, in aggravation, respondent's failure to promptly return the unearned fees in the Zapata and Francisco matters. In respect of mitigation, respondent has no history of discipline in seventeen years at the bar. Based on the totality of respondent's misconduct, we determine that a censure is the quantum of discipline necessary to protect the public and preserve confidence in the bar.

In addition, we determine to impose the following conditions:

1. If respondent is no longer practicing law, she must formally change her status with the OAE,


the New Jersey Lawyers' Fund for Client Protection, and the IOLTA Fund of the Bar of New Jersey, and provide proof that she has closed her trust account within thirty days of the date of this decision;

2. If respondent has not closed her trust account, she must provide the OAE with monthly reconciliations, on a quarterly basis, for a two-year period following the date of this decision; and
3. Respondent must complete six hours of accounting and ethics courses, in addition to the mandatory continuing legal education requirements.

Member Joseph did not participate.

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
Bruce W. Clark, Chair

By: 
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

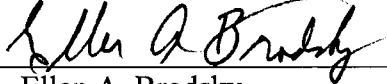
In the Matter of Cecilia Sardina Guzman
Docket No. DRB 19-234

Argued: October 17, 2019

Decided: January 21, 2020

Disposition: Censure

<i>Members</i>	Censure	Recused	Did Not Participate
Clark	X		
Gallipoli	X		
Boyer	X		
Hoberman	X		
Joseph			X
Petrou	X		
Rivera	X		
Singer	X		
Zmirich	X		
Total:	8	0	1


Ellen A. Brodsky
Chief Counsel