SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 24-212
District Docket No. XB-2023-0007E

In the Matter of Nelson Gonzalez
An Attorney at Law

Argued
January 16, 2025

Decided
March 18, 2025

Robert L. Ritter appeared on behalf of the
District XB Ethics Committee.

Robert E. Margulies appeared on behalf of respondent.

Table of Contents

Introduction

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

This matter was before us on a recommendation for a six-month suspension filed by the District XB Ethics Committee (the DEC). The formal ethics complaint charged respondent with having violated RPC 1.4(b) (failing to communicate with a client); RPC 1.4(c) (failing to explain a matter to the extent reasonably necessary for the client to make informed decisions about the representation); and RPC 1.16(d) (failing to protect a client's interest upon termination of the representation).

For the reasons set forth below, we determine that a reprimand is the appropriate quantum of discipline for respondent's misconduct.

Ethics History

Respondent earned admission to the New Jersey bar in 1997 and to the District of Columbia bar in 1999. During the relevant timeframe, he maintained a practice of law in both Dover and North Bergen, New Jersey.

Respondent previously has been disciplined in New Jersey. In addition, based on his latter two New Jersey matters, in July 2024, he received reciprocal discipline in the District of Columbia.

Gonzalez I

Effective May 7, 2020, the Court suspended respondent for three months for his violation RPC 1.1(a) (engaging in gross neglect); RPC 1.3 (lacking diligence); RPC 1.4(b); RPC 1.4(c); RPC 1.15(a) (failing to safeguard client funds, negligent misappropriation, and commingling); RPC 1.15(d) (failing to comply with the recordkeeping requirements of R. 1:21-6); RPC 3.2 (failing to expedite litigation); RPC 3.4(d) (failing to comply with reasonable discovery requests); RPC 5.3(a) (failing to supervise nonlawyer staff); RPC 8.1(a) (making a false statement of material fact to a disciplinary authority); RPC 8.1(b) (failing to cooperate with disciplinary authorities); and RPC 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit or misrepresentation). In re Gonzalez, 241 N.J. 526 (2020) (Gonzalez I).

On October 20, 2020, the Court reinstated respondent to the practice of law. In re Gonzalez, 244 N.J. 272 (2020).

In connection with his suspension from the practice of law, on May 6, 2020, respondent submitted to the Office of Attorney Ethics (the OAE) his sworn affidavit of compliance with R. 1:20-20, wherein he claimed to have complied with the requirement that suspended attorneys promptly notify all clients of their suspension and of their consequent inability to act as an attorney. See R. 1:20-20(b)(10) and (11).

Gonzalez II

On October 20, 2020, in a default matter, the Court censured respondent for his violation, variously committed between 2012 and 2019, of RPC 1.3; RPC 1.4(b); RPC 1.5(b) (failing to set forth in writing the basis or rate of his fee); and RPC 8.1(b). In re Gonzalez, 244 N.J. 271 (2020) (Gonzalez II).

Gonzalez III

Effective April 11, 2023, the Court suspended respondent for six months for his violation of RPC 1.1(a); RPC 1.3; RPC 1.4(b); RPC 1.5(b); RPC 3.2; RPC 5.3(a); RPC 5.3(b) (failing to make reasonable efforts to ensure that the conduct of nonlawyer employees is compatible with the professional obligations of the lawyer); RPC 7.1(a) (making a misleading communication about the lawyer or the lawyer's services); RPC 7.5(a) (using an improper professional designation, in violation of RPC 7.1); and RPC 8.1(b). In re Gonzalez, 253 N.J. 229 (2023) (Gonzalez III). In that matter, respondent's violations in handling client matters occurred between 2007 and 2016; his violations of RPC 7.1(a) and RPC 7.5(a), based on his use of inaccurate letterhead, occurred between 2015 and 2018.

On December 8, 2023, the Court reinstated respondent to the practice of law. In re Gonzalez, 256 N.J. 88 (2023). Further, the Court required him to

practice under the supervision of a practicing attorney, approved by the OAE, for a period of six months and until further Order of the Court. Ibid.

Gonzalez IV

Effective April 21, 2024, the Court suspended respondent for three months for his violation of RPC 3.3(a)(5) (failing to disclose to the tribunal a material fact, knowing that the omission is reasonably certain to mislead the tribunal), RPC 8.1(b), and RPC 8.4(c). In re Gonzalez, 256 N.J. 509 (2024) (Gonzalez IV). The charges in that matter stemmed from respondent's conduct between December 2017 and December 2019, while the Gonzalez I disciplinary proceedings were pending, first, before a DEC hearing panel and, subsequently, before us. In the Matter of Nelson Gonzalez, DRB 23-139 (December 13, 2023) at 35 n.4. Specifically, respondent failed to correct the misapprehension – shared by the OAE, the hearing panel, and us – that his wife and paralegal, Anicia Gonzalez (also referred to as Anicia Soto-Gonzalez in our prior decisions),[1] had last worked for him in March 2016, whereas he had rehired her in December 2017. Id. at 24.

[1] Because respondent and his wife, Anicia, share a last name, we refer to Anicia by her first name to prevent confusion.

On July 24, 2024, the Court reinstated respondent to the practice of law. In re Gonzalez, 258 N.J. 253 (2024). Further, the Court required him to continue to practice under the supervision of a practicing attorney approved by the OAE until further Order of the Court. Ibid.

District of Columbia Reciprocal Discipline

On July 25, 2024, the District of Columbia suspended respondent from the practice of law in that jurisdiction for six months, nunc pro tunc to April 11, 2023, based on Gonzalez III, and for three months, nunc pro tunc to April 21, 2024, based on Gonzalez IV, in a consolidated decision on two petitions for reciprocal discipline filed by the District of Columbia's Office of Disciplinary Counsel. In re Gonzalez, 318 A.3d 1208, 1209-10, 1219 (D.C. 2024). The court conditioned his reinstatement to the practice of law in that jurisdiction on his submission of proof of fitness to practice law and reinstatement in New Jersey. Id. at 1219.

According to the District of Columbia Bar's online membership directory, respondent remains suspended in that jurisdiction.

Facts

In August 2018, the grievant, A.C.,[2] retained respondent to represent him in connection with his immigration status. A.C. had arrived in the United States in or around 2001 and, in 2002, was "paroled in" under the policy then in effect for immigrants reaching this country from Cuba. Before he retained respondent, other counsel had filed, on his behalf, applications to adjust his status in the United States pursuant to the Cuban Adjustment Act (CAA) or through the grant of a waiver. However, the United States Citizenship and Immigration Services (the USCIS) denied these applications. Most recently, in 2014, the USCIS informed respondent, in writing, that it had denied his applications based on the following:

> USCIS records establish that you were arrested on June 27, 2004, and charged with violation of Florida statute 893.13, possession of marijuana. On October 19, 2004, the Florida court withheld adjudication of your violation of Florida statute 893.13, possession of marijuana. You were sentenced to pay fine and credited one day in jail.
>
> Records further indicate that on August 11, 2004, you were arrested again by the Miami-Dade Police Department for marijuana possession in violation of county ordinance 8.5.04. You submitted a copy of

[2] We use initials to protect the anonymity of the grievant.

> Complaint/Arrest Affidavit, but failed to submit a final certified court disposition for this arrest.[3]
>
> [J-9 at P055-56,70-71.][4]

On August 1, 2018, A.C. first met with respondent. He returned to respondent's office the next day, leaving a $1,000 payment with the administrative assistant for another attorney, with whom respondent shared office space. Also on or about that same date, A.C. dropped off numerous documents for respondent's review.

On August 4, 2018, A.C. met with respondent to discuss his case and to sign the retainer agreement. That agreement set forth the "Scope of Representation" as follows: "Our responsibilities will include the preparation and submission of the appropriate application documents as it relates to Adjustment of Status." It further provided, in relevant part:

> 3. Legal Fee. Our legal fee or deposit for this matter will be $1,500.00 and fees will be charged at $350.00 an hour for Attorney, Nelson Gonzalez, $125.00 per hour for the paralegal, and $90.00 per hour for the

[3] Although cited by the USCIS, A.C.'s purported arrest on August 11, 2004 is not otherwise documented in the record before us.

[4] "J" refers to the parties' joint exhibits admitted during the ethics proceeding.
"1T" refers to the transcript of the ethics hearing held on November 20, 2023.
"2T" refers to the transcript of the ethics hearing held on December 8, 2023.
"Rb" refers to respondent's brief to the Board, submitted December 6, 2024.
"RS-part 1" refers to respondent's post-hearing submission to the hearing panel, addressing the alleged violations of the Rules of Professional Conduct, submitted February 9, 2024.
"HPR" refers to the hearing panel report, dated July 11, 2024.

> secretary. This includes researching the immigration status of your case and determining the necessary steps to take.
>
> When determining the necessary steps to take then a payment of $3,500.00 is required for preparation and filing of necessary documents/petitions and representation before the immigration court/ administrative office on your behalf.
>
> . . .
>
> 4. Billing. Our fee is earned at the time the documentation is prepared. Payment is due at the end of our services. Our fee must be paid and costs must be reimbursed at the time of filing. You can send the check for the full amount when you return the signed documents to our office for filing. Submissions will not be made until our invoice has been paid in full, so be sure to send us the fees before your desired filing date. A statement will be prepared that includes a description of the legal services provided, legal fees, costs, and expenses.
>
> [J-1.]

During their August 4, 2018 meeting, respondent reviewed the retainer agreement with A.C., who understood that he was required to pay $1,500 initially. A.C. already had paid $1,000 and agreed to pay the remaining $500 as soon as possible. Respondent later testified that this was a flat-fee agreement

and, accordingly, he did not keep any time records for A.C.'s matter. Likewise, A.C. testified that he did not expect respondent to bill him.[5]

On October 2, 2018, respondent and A.C. met again. They discussed the documents provided by A.C., as well as various complexities of his matter. In addition, A.C. paid respondent another $2,000, in cash. Of this amount, the parties agreed that $500 would cover the balance of the initial retainer and the remaining $1,500 would go toward the second stage of work anticipated in the retainer agreement – that is, the "preparation and filing of necessary documents/petitions and representation before the immigration court/administrative office on your behalf."

Respondent provided A.C. with a handwritten receipt for the $2,000 payment and placed a copy of the receipt in A.C.'s file; however, he did not otherwise document the payment in his law firm's financial books or records. He put the cash in an envelope with A.C.'s name on it and placed it in his office safe. At no time did he deposit the funds "in a separate account maintained in a financial institution in New Jersey," pursuant to RPC 1.15(a).[6]

[5] Although the retainer agreement's reference to hourly rates was addressed in the pleadings and during the hearing, it was not at issue before us.

[6] Although respondent was not charged with having violated RPC 1.15(a), we can consider uncharged misconduct in aggravation. See In re Steiert, 201 N.J. 119 (2014) (evidence of unethical conduct contained in the record can be considered in aggravation, even though such unethical conduct was not charged in the formal ethics complaint).

On February 15, 2019, respondent held his next and final meeting with A.C. According to respondent, during this meeting, he advised A.C. that, in order for respondent to assist with adjusting his status by way of the CAA, A.C. first needed to retain an attorney in Florida to vacate his October 2004 conviction for possession of marijuana in that jurisdiction. According to A.C., respondent did not tell him this.

Respondent admittedly failed to provide A.C. any written document memorializing their discussion. In his handwritten notes on the meeting, he wrote that he "met w/[A.C.] to provide letter for work and discuss options of case."[7]

Following the February 15, 2019 meeting, respondent concededly did no further work on A.C.'s matter.

On March 3, 2020, Anicia – who worked for respondent at the time – exchanged text messages with A.C. However, respondent testified that he did not know the text exchange until shortly before the hearing in this matter, when A.C. provided a screenshot of the exchange to the presenter.

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[7] The letter, addressed by respondent to A.C.'s employer, stated: "we are investigating all available avenues of relief for Mr. [C.] in the hopes of assisting him gain [sic] status in the United States. As such, please note that this process may take a period of time to resolve, and we ask and appreciate your courtesies shown to Mr. [C.] in this regard."

The exchange proceeded as follows:[8]

> [Anicia:] [A.C.] he in Guttenberg still. Would you – can you come Thursday at 6 p.m.? He has no court that day.
>
> Apologies.
>
> But the good is that we have everything ready for you.
>
> [A.C.:] Okay.
>
> [Anicia:] Thank you.
>
> [2T17:4-17; J-11; 1T167:22-168:10; 1T175:24-25.]

Respondent had not prepared anything for A.C. as of March 3, 2020, purportedly because he had not heard from A.C. regarding the vacating of the Florida conviction.

A.C. testified that he understood Anicia's statement, "we have everything ready for you," to mean "that all the documents were ready to file before Immigration." He further stated that, based on Anicia's message, he went to respondent's office on March 5, 2020, at 6:00 p.m., to meet with respondent and "to see what they had prepared." When he arrived at the ground floor entry of the office building (where respondent had an office on the third floor), he called

[8] The original text messages were in Spanish. This decision quotes the English translation provided by respondent on the record during the hearing.

to let respondent or Anicia know that he had arrived; however, no one answered his calls or let him into the locked building, and he left around 8:30 p.m.

Respondent, for his part, contested that A.C. waited outside his office building that evening. He asserted that he was upstairs in his office, meeting with other clients, and received no text messages or calls from A.C.

On May 4, 2020, A.C. initiated an exchange of text messages with respondent, in English, as follows:

> [A.C.:] Hi Nelson I just want to check how you and you [sic] family doing with this critical crisis hope everything is ok be safe [A.C.]
>
> [Respondent:] [A.C.] I could be better, going through a challenging time both personal and professional. I hope and [sic] the family are good
>
> [A.C.:] Sorry to hear that but we need go [sic] forward an [sic] stay strong. Thanks for your reply be safe you and [sic] family
>
> [J-6; Rb14.]

Respondent testified that he understood A.C.'s messages as expressing support during the COVID-19 pandemic. In contrast, A.C. testified that he had sent respondent the text messages "to find out the status of my case and what he was working on."

On or around October 26, 2020, respondent sent A.C. a letter, stating the following:[9]

> Dear Mr. [C.]
>
> Through this letter receive our thanks for having chosen our legal service. Your case has ended excellently and will be closed in our office.
>
> Attached you will find a customer satisfaction questionnaire, please fill out and return it to our office as soon as possible in the enclosed envelope for your convenience.
>
> Thanking you again and hoping to service you in the future, I say goodbye by sending you my warmest greetings.
>
> Sincerely,
> Law Office of Nelson Gonzalez, PC
>
> By: _____
> Nelson Gonzalez, Esq
> For the Firm
>
> [J-7.]

When respondent sent the letter, he did not include a refund for the $1,500 advance payment made by A.C. on October 2, 2018.

A.C. testified that he never received respondent's October 26, 2020 letter. Respondent later suggested that the non-receipt stemmed from A.C.'s move to

[9] The original letter was in Spanish. Respondent prepared the English translation for the DEC.

Florida, following which A.C. concededly failed to provide respondent his updated address. However, A.C. did not move to Florida until 2022, more than a year after the date of the letter.

In February 2023, A.C. filed the grievance underlying the present matter. Therein, he asserted that respondent had provided an initial consultation but "nothing was done for my case after that. Further, he asserted that he had not heard from respondent and had "reached out to [respondent] several times and never received a response back."

The DEC docketed the matter for investigation and, on May 16, 2023, the DEC investigator interviewed respondent. Following the interview, on the same date, respondent sent A.C. two money orders, each in the amount of $750, for a total of $1,500.

On June 7, 2023, the DEC presenter filed the underlying complaint, charging respondent with having violated RPC 1.4(b), RPC 1.4(c), and RPC 1.16(d).

In connection with the charged violation of RPC 1.4(b), the presenter asserted that respondent had failed to keep A.C. "reasonably informed about the status of [his] matter" owing to his failure to keep accurate time records.[10]

[10] Although the complaint set forth charged violations of RPC 1.4(b) and (c) based on respondent's failure to keep time records, it is clear from the subsequent proceedings that respondent understood

Similarly, in connection with the charged violation of RPC 1.4(c), the DEC asserted that due to the lack of time records, respondent "could not, and did not, explain the status of legal fees to enable Respondent to make informed decisions concerning the representation."

Finally, the presenter asserted that respondent violated RPC 1.16(d) on grounds that, upon sending A.C. the October 26, 2020 letter, he was obligated to return the unearned portion of A.C.'s advance payment of his fee but failed to do so then or at any time before A.C. filed the grievance.

The Ethics Proceeding

During the November 20 and December 8, 2023 ethics hearing, the DEC hearing panel heard testimony from respondent and A.C.

Respondent described his fee as a "two-tranche" or two-part flat fee, with an initial flat fee of $1,500 and a second flat fee of $3,500. The initial $1,500 fee had covered his review of A.C.'s documents, related research, and exploration of options for proceeding, up to and including his February 15, 2019 meeting with A.C. The "second phase of the retainer" had never been

these charges to relate more broadly to his communications with A.C., in conformity with In re Roberson, 194 N.J. 557 (2008). For example, beginning with his verified answer to the complaint, he consistently urged that he had kept A.C. informed about the immigration matter, via in-person meetings and telephone conversations, and had provided information to A.C. when requested.

"activated," although he remained ready to undertake this phase after sending A.C. his October 26, 2020 letter.

Elaborating on his guidance to A.C. during their February 2019 meeting, respondent asserted that he had recommended that A.C. retain the same attorney in Florida who had assisted him in vacating an unrelated conviction, also dating to 2004. He did not recall discussing with A.C. the $1,500 that he continued to hold as an advance payment toward his further work on A.C.'s matter.

Addressing his May 4, 2020 exchange of text messages with A.C., respondent testified that his reference to undergoing a "challenging time" professionally encompassed "COVID and the pandemic, as well as serving a suspension from the practice of law." He acknowledged that, pursuant to the Court's April 9, 2020 Order in Gonzalez I, his three-month suspension took effect on May 7, 2020, just days after his exchange with A.C. Moreover, he admitted failing to tell A.C. – an existing client – about this suspension but asserted, "I had no reason to tell Mr. [C.] that I was being suspended."

Respondent testified that his October 26, 2020 letter to A.C. "was just placing the file in dormancy status," "not terminating representation." He had not returned any funds to A.C. when he sent the letter because he had asked A.C. to get back to him "regarding the vacatur[] of that one marijuana charge;" he was "under the impression that once he resolved the matter in Florida . . . he

would come back to me and then we would take the next steps necessary, and that he had a deposit on account with me in order for me to do so;" and he "was just closing the file, not divesting myself of the representation."

Asked why the letter did not indicate that the file would be in dormancy status until A.C. returned with a successful outcome in Florida, he replied, "I didn't have to because in February 15, 2019, I was very, very clear." As for what he meant when he wrote, "Your case has ended excellently," he claimed to have found a way for A.C. "to be able to adjust status when two other attorneys had attempted it and failed at it."

Respondent further testified that, before his interview with Ritter, he did not realize that A.C. would not be returning to him to pursue the immigration matter and, as soon as he understood this, he immediately refunded the $1,500 advance payment. When questioned regarding how many years he would have held the funds, he stated that eventually, he would have "attempt[ed] to get a[]hold of [A.C.] to see what is going on." However, he had not been surprised when he did not hear from A.C. for two or three years, because he knew it had taken A.C. a number of years to vacate his other 2004 conviction. Thus, he "was giving [A.C.] the time that [he] believe[d] [A.C.] needed."

Respondent also testified regarding his rationale for not returning A.C.'s funds upon receiving a copy of the grievance. He stated that he had not wanted

to take any steps before his interview with the DEC investigator, scheduled for May 16, 2023. However, after that interview, he was "clear that the representation had been terminated and immediately . . . that same day . . . return[ed] the funds pursuant to [RPC 1.16(d)]."

A.C. testified that during his October 2, 2018 meeting with respondent, they "had a long conversation about my case and how complex it was because of the many mistakes made by Immigration. We talked at length about my case and he . . . decided to take my case." Asked to describe the mistakes that he attributed to immigration authorities, A.C. indicated that "there [being] a second marijuana case" was "not true." He further testified that respondent said "he was going to do research, that he was going to read the documents, and that we were going to continue with the case." He also explained that he had paid respondent an additional $2,000 at that time because, "[a]ccording to what I read in the retainer letter, I had a balance of $500. So when I gave him 2,000, the [500] was to pay the balance, and 1,500 for him to present the case."

A.C. testified that, on February 15, 2019, he met with respondent and Anicia. His testimony continued:

> [PRESENTER:] During that meeting, did [respondent] say to you that he couldn't do any more for you until you hired a lawyer in Florida to deal with those marijuana convictions?

> [A.C.:] No. In reality, no, because I don't – I did not have another marijuana conviction. I only had one. Therefore, I didn't have to hire another attorney for something that I didn't do. That was a mistake made by Immigration about the second case for marijuana. That was a denial from Immigration. And it was only one case, not two cases. Therefore, I did not need another attorney.
>
> [1T164:6-17.]

More specifically, A.C. testified that respondent did not tell him that he could not do anything more for A.C. until after the latter hired an attorney in Florida.

A.C. testified that he started to "ask [respondent] for his money back" "[a]fter our last appointment, then after the messages, and after the pandemic came and I guess he had some personal problems. I understood. So I gave it some time since he said everything was already prepared." He continued: "Many calls I made. A lot of my time wasted. And I wanted to figure out what was going on. So I waited because of his supposed personal problems and the pandemic. But after that, a long time passed. I stopped insisting." However, A.C. could not produce records verifying his purported efforts to communicate with respondent because, later in 2020, he replaced the cellular telephone that he had used to send the messages and place the calls.

A.C. stated that eventually, having heard nothing from respondent, he decided to retain other counsel. It was at this juncture that he filed his grievance.

A.C. emphasized that it had taken respondent years to return his money. He asserted that "respondent didn't do anything" and that, notwithstanding the eventual return of $1,500, respondent "still owes me money. Because of him, I . . . lost my family. I lost my work."

The Parties' Post-Hearing Submissions

The parties' post-hearing summations were submitted in two parts: one addressing the alleged violations of the Rules of Professional Conduct and the other, the appropriate quantum of discipline.

Respondent's Written Summations

In respondent's brief addressing the charges of unethical conduct, in addition to setting forth facts and arguments incorporated above, he stated that A.C.'s testimony "that he did not understand that the Florida conviction had to be vacated and that he had to hire a Florida attorney to do so, because it was immigration's error with his case" was "not credible." He added that, on February 15, 2019, he was satisfied that A.C. understood his legal advice because he explained it clearly, in Spanish, and because A.C. already had worked with counsel in Florida to vacate his other conviction.

Respondent also argued that A.C.'s testimony about waiting to meet with him on March 5, 2020 was not credible. He asserted that, if A.C. had waited on that occasion and become as frustrated as he described during the hearing, his text messages of May 4, 2020 would not have been as "friendly."

In addition, respondent emphasized that, in the May 4, 2020 exchange of text messages, A.C. had not asked him to return his money or inquired regarding the status of any application to immigration. He asserted that, subsequently, A.C. "made no inquiry or confirmation the representation was terminated," and that he only became aware that the representation was terminated when the DEC investigator interviewed him. In the interim, he continued to hold the $1,500 advance payment while awaiting A.C.'s return. He further asserted that "any time period lapse was also justified due to the COVID crisis," as it would have taken longer to file for and receive vacatur of the marijuana conviction under these circumstances. In addition, A.C. "did not communicate to [respondent] that he was not hiring a Florida lawyer, which led to a reasonable conclusion by [respondent] that [A.C.] would come back." Upon A.C.'s return, if he reported that the Florida attorney had not succeeded in having the conviction vacated, then respondent "would return the balance of the unearned fee;" conversely, if the Florida attorney had succeeded, then A.C. would pay the remainder of the $3,500 that would be owed to file the immigration petition on his behalf.

Turning to the allegations against him, respondent asserted, in connection with RPC 1.4(b), that he "responded to the client, [A.C.], when asked to do so." He further argued that "the ball was in [A.C.'s] court to vacate the marijuana conviction in Florida" before respondent could proceed with filing a petition under the CAA. In addition, he posited that COVID "probably influenced both parties' communication." Moreover, if A.C., "instead of texting pleasantries," had requested information, he would have replied accordingly.

In connection with RPC 1.4(c), he asserted that he "did his homework, both investigating the facts and researching the law to come up with a pathway for admissibility for A.C.;" "communicated in [A.C.'s] native tongue;" and "confirmed that [A.C.] understood what had to be done in Florida." He further asserted that:

> [A.C.'s] explanation was that he did not have to take the advice of the lawyer. In other words, he did not have to vacate any marijuana conviction. It is possible there was a misunderstanding between the two of them. In any event, [respondent] was clear that he recited the facts to the client and told him what he had to do. He deposited no advance money in his account and having additional money between the second tranche for filing the petition, he waited for the client to return.
>
> [RS-part1 at 12.]

In connection with RPC 1.16(d), respondent again asserted that he had not known the representation was terminated until the DEC investigator interviewed

him and, thereafter, he promptly returned A.C.'s advance payment. He also reiterated his arguments regarding the October 26, 2020 letter and, further, asserted that the hearing panel should not deem it a termination letter because, first, A.C. did not receive the letter; and, second, because respondent "did not, upon sending the letter, convert the advance payment of money."

In light of the above arguments, respondent urged that the charges be dismissed.

In respondent's summation addressing the quantum of discipline, he argued that the typical sanction for violating RPC 1.4 is a reprimand, and that even in more egregious cases, in which attorneys also have committed multiple other infractions, the sanction has been, at most, a censure.

In mitigation, he urged that he "maintains and exhibits a good reputation and character and contributes to the community;" volunteers in church and community-based projects; through his legal work, serves a historically underrepresented community, assisting his primarily Spanish-speaking clients in the specialty area of "crimmigration" (the cross-over between criminal law and immigration law); and provides free seminars on immigration and criminal law. He further asserted that the circumstances giving rise to the underlying grievance were unlikely to recur; he "is sensitive to making sure any communication misunderstanding is eliminated and is particularly sensitive to

fee payment issues;" the conduct at issue here was aberrational; he was not motivated by personal gain; the client was not financially injured; and he cooperated with the disciplinary process. Moreover, he asserted in mitigation that he "has already been subjected to substantial punishment in prior disciplinary proceedings."

In conclusion, respondent argued that if the charges were not dismissed, then he should receive a sanction less than a term of suspension.

Respondent also submitted certifications of attorneys Luis A. Alum, Esq., and John Lynch, Esq., describing him as a competent, thorough attorney, and stating that they trusted him to handle the immigration matters of clients whom they had referred to him.

The Presenter's Written Summations

The presenter, in his written summations to the hearing panel, argued that the facts set forth above clearly and convincingly supported each of the charged violations. Addressing the appropriate quantum of discipline, the presenter asserted that three aggravating factors applied: "a long and troubling disciplinary history;" a pattern of misconduct, with this case being "but one more example of [respondent's] failure to communicate with his clients and his cavalier attitude about his clients' money;" and lack of remorse. In mitigation,

the presenter acknowledged the certifications of Alum and Lynch, portraying respondent as a person of good character who engages in volunteer work.

Urging that the aggravating factors greatly outweighed any mitigation, the presenter argued that respondent should receive a term of suspension. Initially, he had asserted that respondent should receive a three-month term of suspension. However, days after the presenter submitted both summations, the Court imposed a three-month term of suspension in Gonzalez IV and, thus, the presenter subsequently amended his recommendation to a six-month term of suspension.

The Hearing Panel's Findings

The DEC hearing panel found, by clear and convincing evidence, that respondent violated RPC 1.4(b), RPC 1.4(c), and RPC 1.16(d).

In addition to summarizing the uncontested facts, the hearing panel surveyed the testimony and evidence relating to the contested facts. It deemed not credible respondent's assertion that, during the February 15, 2019 meeting, he advised A.C. to retain Florida counsel and that he could not move forward with A.C.'s case while the marijuana conviction remained on his record. The panel highlighted Anicia's text message to A.C., stating that "everything is ready," which "indicat[ed] that [respondent] was still working on A.C.'s matter,

or at a minimum, that [A.C.] was advised by his office representative/wife that such was the case." The exchange also demonstrated that A.C. was following up on the status of his case and believed that respondent was moving forward with the representation.

Further, the panel relied on respondent's handwritten notes from the February 15, 2019 meeting, which stated that he provided a letter for A.C.'s employer and "discuss[ed] options of the case." It reasoned that had respondent told A.C. that his only option was to retain Florida counsel and seek to vacate the marijuana conviction, then the notes would have reflected that advice.

Moreover, the hearing panel found that A.C.'s May 2020 text exchange with respondent "further demonstrate[d] that [A.C.] was under the impression that [respondent] was still working on his case and was not in a hiatus stage while he worked on vacating his Florida marijuana conviction." His "reaching-out to [respondent] could simply have been a gentle nudge to find out the status of his case, thinking that [respondent] was still working on his immigration status," and "[a]t a minimum, . . . [was] an extension of good wishes to [respondent] during the height of the Covid pandemic." However, the panel rejected respondent's urging that A.C.'s failure to ask about the status of his matter proved that respondent had told him to retain Florida counsel and that the

Florida conviction needed to be vacated before the immigration matter could move forward.

In the alternative, the panel found that if respondent did provide the purported advice to A.C. during their February 2019 meeting, then he "failed to satisfactorily explain" that advice and, thus, "failed to adequately advise [A.C.] of his options to change his immigration status."

As for the October 26, 2020 letter from respondent to A.C., the hearing panel observed, first, that A.C.'s non-receipt of the letter was not the issue. Rather, "the importance of the letter to this matter is that [respondent] believed that his services were no longer necessary and that his representation of [A.C.] had terminated."

Rejecting respondent's contention that, prior to his May 2023 meeting with Ritter, he "believed [A.C.] would be returning for a continuation of the matter," the panel emphasized that he wrote in his letter to A.C. that "your case has ended excellently" and the file "will be closed in our office." In addition, the panel found it illogical that respondent would send a customer satisfaction questionnaire or write "I say goodbye" if the representation had not ended. It also determined that "a case being 'closed' is tantamount to a termination of representation." The panel further highlighted respondent's "admitted failure to follow-up with the client regarding his alleged advice." Accordingly, it

concluded that respondent "believed that the matter was closed and terminated but continued to hold in his safe $1,500 advanced by [A.C.] for approximately 28 months after the posting of his October 26, 2020 letter."

The hearing panel acknowledged respondent's testimony that A.C. never had requested a return of his fee. It found that, although A.C. testified that he called and sent text messages to respondent to ask about the status of his matter, his cellular telephone was unavailable for retrieval of these calls and messages. Nevertheless, the panel found that the October 26, 2020 letter outweighed respondent's contention that he did not believe his representation was terminated until his May 2023 interview. Further, it concluded that, "but for the grievance and [the presenter's] interview, [respondent] most likely would not have returned the unused portion of [A.C.]'s payments." In so doing, it noted that respondent stated in his verified answer that he had refunded the $1,500 because A.C. "had not followed up with the second part of the retainer requiring an advance[] payment," but later – illustrating "his lack of consistency in his testimony" – he testified that, until A.C. filed the grievance and Ritter interviewed him, he was not satisfied that A.C. would not be returning to continue the immigration matter.

Turning to the charged violations of RPC 1.4(b) and (c), the hearing panel determined that A.C. "was never advised by [respondent] to retain Florida

counsel and/or that [respondent] failed to adequately explain to [A.C.] at their February 15, 2019 meeting what his options were and what actions would be taken." Even if respondent did advise A.C. to retain Florida counsel (which the panel did not believe), he violated his duty under RPC 1.4(b) by failing "to follow-up with his client for the status of his application in Florida to make sure he was on the right path." Further, Anicia advised A.C. that papers were ready for him, whereas "it appears there were no such papers ready for him and that there was no 'good news,'" as stated by Anicia in her message.

The hearing panel further found it:

> exceedingly apparent that if [respondent] did advise [A.C.] to secure representation in Florida, he did not explain this "to the extent necessary to permit the client to make informed decisions regarding representation" as required by R.P.C. 1.4(c). It was obvious from the parties' testimony that [A.C.] was determined to alter his immigration status in part by paying an amount in excess of what was required for the initial stages of [respondent's] representation. Even if [respondent] did advise [A.C.] to retain a Florida attorney, it is obvious at a minimum that [he] violated R.P.C. 1.4(c) as he did not adequately advise [A.C.] in that regard.
>
> [HPR12.]

Thus, the panel concluded, clear and convincing evidence supported a finding that he had violated both RPC 1.4(b) and RPC 1.4(c).

In addition, the hearing panel determined that respondent failed to refund A.C.'s advance payment of fee upon termination of the representation, in

violation of RPC 1.16(d). It found that respondent's October 26, 2020 letter established that he was "under the impression that his representation of [A.C.] had ceased and was terminated" no later than that date, yet he failed to reimburse A.C.'s $1,500 advance payment until May 16, 2023. Moreover, the panel rejected respondent's defense that A.C. purportedly never requested a refund, noting that RPC 1.16(d) does not require that a client ask the attorney to return the client's money.

Turning to aggravating and mitigating factors, the hearing panel found, in mitigation, that respondent performed valuable service to his church and community. However, it determined that the aggravating factors outweighed any mitigating factors. In particular, the panel reasoned that, since 2020, respondent had been suspended three times, including in matters that involved violations similar to his instant misconduct.

The panel also highlighted information relating to Anicia's employment by respondent (summarized in our decision in Gonzalez IV), including the OAE's filing, on December 26, 2019, of an emergent petition with the Court, seeking respondent's temporary suspension based on his reemployment of Anicia, as well as the Court's April 2020 Order, suspending him for three months and conditioning his reinstatement to the practice of law upon his "submit[ting]

proof that his wife is not employed by him or given access in any manner to Respondent's law practice."

Here, the hearing panel observed that, on March 3, 2020, Anicia informed A.C. that "the good thing is we have everything ready for you" and arranged for his visit to respondent's law office. It determined that, notwithstanding respondent's awareness that Anicia's employment "was[,] at a minimum, problematic," he again failed to monitor her actions, and his failure in this regard proved detrimental to A.C., who "was erroneously advised that [respondent] was continuing to work on his matter which it turned out he was not."

In further aggravation, the hearing panel found that during the hearing, respondent "admitted to no wrongdoing and demonstrated no contrition or remorse." He "was under the belief that his alleged advice to [A.C.] to retain a Florida attorney was the sum and substance of his duty" to A.C.; failed to follow up with A.C. even during their cordial exchange of text messages in May 2020; and never made "any effort to assure that [A.C.] understood the advice he alleges he gave" A.C.

The hearing panel also found that respondent lacked candor at the hearing. As described above, it found his testimony regarding the advice purportedly provided on February 15, 2019 to be incredible. Moreover, it found that he had testified deceptively when he stated that, at the time he sent the October 26,

2020 letter, he believed he was only closing the file, not terminating the representation. Further, the panel determined his deceptive testimony marked a recurrence of conduct involving dishonesty and misrepresentation, for which he had been disciplined in Gonzalez IV.

Finally, the hearing panel found that respondent's "repeated pattern of conduct over the past four (4) years, as evidenced by his disciplinary proceedings, is detrimental to the public at large, warranting measures to prevent future occurrences."

In conclusion, the hearing panel recommended that respondent be suspended for a period of six months.

The Parties' Positions Before the Board

In its brief to us and during oral argument, the presenter relied on the factual findings, credibility determinations, and conclusions set forth in the hearing panel's report and recommendation. Moreover, the presenter urged us to weigh, in aggravation, respondent's disciplinary history; "misconduct as part of a pattern;" lack of contrition and remorse; and failure to deposit A.C.'s October 2018 payment in an account maintained in a New Jesey financial institution. It also highlighted the hearing panel's conclusion that he lacked candor during the

hearing. Based on the aggravating factors, especially respondent's disciplinary history, the DEC urged that a six-month suspension would be "quite moderate."

For his part, respondent, through counsel, asserted that the disciplinary charges should be dismissed or, in the alternative, that we should impose a reprimand or a censure.

Regarding the charged violation of RPC 1.4(b), respondent argued that the record lacked clear and convincing evidence to support the hearing panel's conclusion that he failed to inform A.C. of his matter's status. Rather, he asserted, he "did so consistently" throughout the representation by meeting with A.C., in person and at length, on a number of occasions, up to and including their final meeting on February 15, 2019, and by also communicating with A.C., via telephone and text messages. As for the February 15, 2019 meeting specifically, he asserted that he had "advised and counselled Mr. [C.] that the issues holding him back from adjusting status in the CAA were the marijuana conviction and the unadjudicated arrest in Florida. But of greater import was the marijuana conviction that rendered him inadmissible." Thereafter, "the ball was in [A.C.'s] court" to vacate the conviction before respondent could file a petition on his behalf under the CAA. In addition, "the intervention of COVID influenced both parties' communication." Moreover, he asserted that had A.C. requested information, he would have responded.

Respondent likewise argued that the finding that he violated RPC 1.4(c) was not supported by clear and convincing evidence. He argued (among other things) that A.C. admitted, during his testimony, that respondent had advised him of the need to vacate the marijuana conviction, purportedly by A.C.'s asserting that he did not need to hire another attorney "for something I did not do" and attributing the denials of his petitions to errors on the part of immigration authorities. He reiterated that he and A.C. may have had a misunderstanding but it was "highly improbable."

Finally, he again argued that he had not violated RPC 1.16(d) because his October 26, 2020 letter purportedly did not terminate the representation and, after sending it, he reasonably believed that he still represented A.C. In addition, while acknowledging that the letter was not well-worded, he pointed out that it had referred to providing services to A.C. in the future.

In mitigation, respondent urged that he derived no financial benefit and that his conduct was not motivated by financial gain. Moreover, he asserted that, because he had returned the unearned fee, A.C. suffered no loss or financial harm. He urged that he has "much to contribute as an attorney, particularly in the areas of his practice that primarily serve the underprivileged and disenfranchised Hispanic community." He also highlighted his volunteer work with various church and community service projects and his provision of free

immigration consultations, advice, and guidance to individuals and families who have immigration concerns. He further asserted that he exhibited contrition and remorse; "realizes the misunderstanding that has occurred and the distrust that his actions have engendered;" fully cooperated with the disciplinary process; prior to April 9, 2020, had an unblemished professional record for more than twenty-two years; and "has a reputation for honesty and integrity among his peers." Characterizing the conduct at issue as aberrational, he emphasized that he was practicing under the supervision of a proctor (although he apparently expected this requirement to end soon) and stated that he has benefitted from his engagement with a lawyer's assistance program. Finally, counsel informed us that respondent "has said he will never take an advance[] fee . . . in the future."

Addressing aggravating factors, respondent acknowledged that the Court had disciplined him in the past.

Turning to the quantum of discipline, respondent argued that a reprimand or censure would be appropriate for his misconduct. He asserted that the Court has imposed reprimands in cases involving neglect, lack of diligence, and failure to communicate, even where the attorney had a disciplinary history. In contrast, he asserted, the Court has imposed suspensions only in cases that involve more serious allegations, as when an attorney's misconduct harms multiple clients or involves the mishandling of client funds.

When we asked respondent's counsel, during oral argument, whether his client conceded that he had committed an ethics violation, counsel stated that he did.

Respondent, through counsel, also asserted that the hearing panel permitted "the prohibited use and proffer of [respondent's] prior disciplinary record notwithstanding its prejudicial nature and effect," even after he strenuously objected, and that as a result, "the record was compromised nullifying the panel's report and recommendations." During oral argument before us, the presenter pointed out that the hearing panel chair had sustained counsel's objection to the proffered testimony and, further, asserted (as it had during the ethics hearing) that it proffered this testimony only to impeach respondent's explanation of the bases for his 2020 suspension, which he brought up in connection with his text message referring to a "challenging time . . . professional[ly]." In reply, respondent's counsel asserted that, although the two attorney members may have understood these distinctions, the transcript made clear that the non-attorney member did not and, accordingly, the proceedings were prejudiced against him.

Analysis and Discipline

As an initial matter, we find no merit in respondent's argument that the proceedings were prejudiced by the hearing panel's efforts to question him regarding the misconduct that gave rise to his May 2020 suspension in connection with Gonzalez I. To the contrary, the panel chair sustained counsel's objections and, accordingly, never permitted the presenter to pursue this topic; unequivocally instructed the other members of the panel that the bases for respondent's April 2020 discipline could not be considered in determining whether he violated the Rules of Professional Conduct in the present matter; and, further, had the parties submit written summations addressing the alleged violations in isolation, without referring to respondent's disciplinary history.

Violations of the Rules of Professional Conduct

Following our de novo review of the record, we are satisfied that the hearing panel's findings are fully supported by clear and convincing evidence.

Specifically, RPC 1.4(b) requires an attorney to "keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information." Respondent violated this RPC when, following his and A.C.'s February 15, 2019 meeting, he failed to communicate with A.C. about the status of his matter at all until October 26, 2020, when he sent the letter

unilaterally informing A.C. that his case would be closed. In the interim, on March 3, 2020, respondent's wife and employee (Anicia) sent A.C. a text message that signaled respondent still was working on the matter, as she stated that "we have everything ready for you" and respondent could meet with A.C. two days later. However, as respondent conceded, he had done no further work since the February 2019 meeting.

Next, respondent also violated RPC 1.4(c), which obligates an attorney to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation. At best, as the hearing panel concluded after listening to A.C.'s testimony, if respondent did advise A.C. that he needed to retain a Florida attorney to vacate his conviction before respondent could assist him further, he utterly failed to explain to A.C. why this step was necessary. In addition, he failed to inform A.C. of his suspension from the practice of law in connection with Gonzalez I, which took effect May 7 and continued until October 20, 2020, and, thus, left A.C. wholly unaware that he could not represent A.C. in any legal matter during that period.

Last, RPC 1.16(d) provides that, upon termination of representation, "a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as . . . refunding any advance payment of fee that has not been earned or incurred." Here, respondent admittedly failed to refund the unearned

portion of A.C.'s advance payment toward the second part of the legal fee when he sent the October 26, 2020 letter, and the evidence amply supports the hearing panel's conclusion that respondent sent that letter to terminate the representation. No other explanation accounts for his straightforward statement to A.C. therein: "Your case has ended . . . and will be closed." Moreover, he asked A.C. to fill out a customer satisfaction questionnaire and wrote that he was "hoping to service you in the future" (emphasis added) and "say[ing] goodbye." Although respondent later argued that the letter only referred to "placing the file in dormancy status," the letter does not even hint that he was merely awaiting information from A.C. regarding efforts to vacate his Florida conviction.

In sum, we find that respondent violated RPC 1.4(b), RPC 1.4(c), and RPC 1.16(d). The sole issue left for our determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

Generally, an admonition is the appropriate form of discipline for an attorney's failure to communicate with a client, even when accompanied by other, non-serious ethics infractions. See In the Matter of Hayes R. Young, DRB 23-215 (November 22, 2023) (in a medical malpractice matter, the attorney filed

the client's complaint without the required affidavit of merit; seven months later, the court dismissed the matter for lack of prosecution; during the span of several months, the attorney failed to reply to the client's numerous inquiries about the status of her case and failed to inform her that her lawsuit had been filed and, thereafter, dismissed; the attorney also failed to set forth to the client, in writing, the basis or rate of the legal fee; violations of RPC 1.3, RPC 1.4(b), and RPC 1.5(b); in imposing only an admonition, we weighed, in mitigation, the attorney's lack of disciplinary history, admission of wrongdoing, contrition, and cooperation with disciplinary authorities, as well as attenuating circumstances related to the illness and death of his spouse), and In the Matter of Christopher J. LaMonica, DRB 20-275 (January 22, 2021) (the attorney promised to take action to remit his client's payment toward an owed inheritance tax; despite the attorney's assurances that he would act, he failed to remit the payment until two years later; in addition, the attorney failed to keep his client apprised of the status of her matter and failed to communicate with her for sixteen months; violations of RPC 1.3 and RPC 1.4(b); in imposing only an admonition, we weighed the attorney's unblemished disciplinary record).

Similarly, attorneys who violate RPC 1.16(d) typically receive admonitions. See In the Matter of Karim K. Arzadi, DRB 23-169 (October 26, 2023) (the attorney, whose representation was terminated by the client,

thereafter failed to file either a substitution of counsel or a motion to be relieved as counsel; during the next several months, while the attorney remained counsel of record, the client, who sought to proceed pro se, was unable to pursue settlement negotiations with the opposing party, and the client's lawsuit ultimately was dismissed for failure to prosecute; violations of RPC 1.16(a)(3) (failing to withdraw from the representation despite being discharged by the client) and RPC 1.16(d)), and In the Matter of Gary S. Lewis, DRB 21-247 (February 18, 2022) (the attorney failed to notify his clients of the sale of his law practice to another attorney, thereby depriving his clients of the opportunity to retain other counsel and to retrieve their property and files; violations of RPC 1.16(d) and RPC 1.17(c) (improperly selling a law practice); among other mitigating factors, we weighed that the attorney's sale of his law practice may have resulted from his spouse's emergent medical situation, he cooperated with disciplinary authorities by stipulating to the facts underlying his misconduct, and, in forty-six years at the bar, he had only one prior admonition, twelve years earlier, for unrelated misconduct).

Based on the above precedent, an admonition is the baseline level of discipline for respondent's misconduct. To craft the appropriate discipline in this case, however, we also consider mitigating and aggravating factors.

In mitigation, respondent ultimately disgorged the $1,500 unearned fee.

In aggravation, A.C. was a vulnerable client. We have consistently viewed immigration as an inherently sensitive field of law. See In the Matter of Douglas Andrew Grannan, DRB 20- 236 (June 2, 2021) at 40, 49-50 (noting, in aggravation, that the attorney's misconduct "caused serious harm to a vulnerable class of clientele who faced dire consequences – immigrants with a limited understanding of the English language and the United States' immigration court system, who were facing removal and deportation actions"), so ordered, 250 N.J. 319 (2022), and In the Matter of Won Young Oh, DRB 20-104 and 20-146 (February 22, 2021) at 12 (weighing, in aggravation, that the attorney's misconduct resulted in one client's deportation and negatively impacted a total of nine clients in immigration matters, a field of law we consistently viewed as sensitive), so ordered, 246 N.J. 184 (2021).

In addition, far from demonstrating contrition or remorse, respondent sought to blame A.C. for his own failures to communicate and for his retention of the unearned fee years after sending the letter stating that A.C.'s case was being closed. As in Gonzalez III, where respondent also engaged in blame-shifting tactics, here, too, he failed to acknowledge the severity of his misconduct. DRB 22-014 at 89.

We also weigh, in aggravation, respondent's failure to inform A.C. of his May 2020 suspension, thereby violating R. 1:20-20. Compounding this

violation, he submitted to the OAE a sworn affidavit of compliance with R. 1:20-20, in which he certified that he had notified all clients in pending matters of the disciplinary action taken against him and had advised them that they must seek another lawyer to complete their matters.

Moreover, we weigh, in aggravation, respondent's violation of RPC 1.15(a), which requires, in relevant part, that an attorney hold client funds "in a separate account maintained in a financial institution in New Jersey."

Additionally, in our view, respondent's continuing employment of Anicia in March 2020, notwithstanding his awareness of the problems associated with her employment, serves as an additional aggravating factor.

Finally, we consider respondent's significant disciplinary history. This matter marks respondent's fifth disciplinary matter before us since 2019. The Court has signaled an inclination toward progressive discipline and the stern treatment of repeat offenders. In such scenarios, enhanced discipline is appropriate. See In re Kantor, 180 N.J. 226 (2004) (disbarment for abandonment of clients and repeated failure to cooperate with the disciplinary system).

Initially, we note that respondent had no disciplinary history in February 2019, when he failed to adequately explain A.C.'s matter to him during their final meeting and, thereafter, stopped providing A.C. with updates on his matter. However, his failure to communicate persisted after the Court entered the April

2020 Order in Gonzalez I, as he made no attempt whatsoever to update A.C. on the status of his matter; altogether failed to alert A.C. to his impending suspension before it took effect; and, after his reinstatement to the practice of law, did nothing more than send A.C. his October 26, 2020 letter, closing the case. He prolonged this ethical lapse notwithstanding our decision in Gonzalez I, which clearly addressed his obligation to communicate in finding that he had violated RPC 1.4(b) and (c). Moreover, on October 20, 2020, the Court issued the censure in Gonzalez II, which also involved his failure to communicate with a client (among other violations).

Respondent's improper retention of unearned fees lasted from October 26, 2020, until May 16, 2023, when he disgorged the $1,500 advance fee to A.C. Notably, this misconduct continued after the Court's March 15, 2023 entry of the Order in Gonzalez III. Moreover, as the hearing panel observed, there is no indication that he would have returned A.C.'s funds thereafter, but for his receipt of A.C.'s grievance (on or soon after March 30, 2023).

Although respondent's instant misconduct overlaps, in part, with the misconduct we addressed in Gonzalez IV, we determine that the sanction imposed in that matter would not have served as a global sanction that would have addressed the violations now before us. Specifically, effective April 21, 2024, the Court suspended respondent for three months in connection with

Gonzalez IV. The discipline imposed in that matter solely addressed his misleading of disciplinary authorities during the proceedings underlying Gonzalez I and pertained to his continued employment of Anicia. In contrast, this matter involves his mishandling of a client matter, a form of misconduct not at issue in Gonzalez IV. Accordingly, a sanction tailored to the present charges is warranted.

Conclusion

On balance, we determine that the aggravating factors outweigh any mitigation and, thus, conclude that a reprimand is the appropriate quantum of discipline necessary to protect the public and preserve confidence in the bar.

Member Campelo was absent.

Member Menaker was recused.

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

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

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

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Nelson Gonzalez
Docket No. DRB 24-212

Argued: January 16, 2025

Decided: March 18, 2025

Disposition: Reprimand

Members	Reprimand	Recused	Absent
Cuff	X		
Boyer	X		
Campelo			X
Hoberman	X		
Menaker		X	
Modu	X		
Petrou	X		
Rodriguez	X		
Spencer	X		
Total:	7	1	1

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