Book

SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 93-268

IN THE MATTER OF :
BRUCE A. THOMPSON, :
AN ATTORNEY AT LAW :

Decision and Recommendation
of the
Disciplinary Review Board

Argued: October 20, 1993

Decided: November 30, 1993

James M. Ronan, Jr., appeared on behalf of the District IX Ethics Committee.

Respondent waived appearance.

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

Respondent was admitted to the New Jersey bar in 1970. At the time relevant to these proceedings, respondent was a partner in the law firm of Thompson and Stoller, in Aberdeen, Monmouth County, New Jersey. Effective May 14, 1990, respondent resigned as a partner in that law firm.

On December 18, 1986, respondent was privately reprimanded for creating a conflict of interest situation by entering into a business transaction with a client without advising the client to obtain independent counsel.

By Order dated March 30, 1993, respondent was temporarily suspended from the practice of law, upon an application made by the Office of Attorney Ethics ("OAE"). The OAE asked for respondent's

temporary suspension after he failed to reply to that office's request for an explanation for the apparent misuse of client funds. Specifically, the OAE alleged that, in a pending ethics matter, respondent had prematurely removed deposits in connection with real estate transactions totaling $46,000.00 and, in addition, deposited $69,000.00 in three real estate transactions after the closing of title. The OAE then scheduled a meeting with respondent for January 23, 1983, to attempt to obtain an explanation for respondent's alleged misappropriation. Respondent neither appeared nor offered an excuse for his absence. As noted above, the OAE then filed a motion for respondent's temporary suspension, which was granted on March 30, 1993.

At the DEC hearing, on June 16, 1983, respondent appeared pro se. Prior to the hearing, he requested an adjournment for two reasons: first, respondent contended that he was not ready to proceed with his defense because he had not been given adequate time to prepare a defense. Specifically, respondent alleged that he had not received certain documents during the discovery phase of the ethics proceeding and, further, that he had not had full access to his former books and records. Respondent explained that the offices of a company with which he had been affiliated — and which had been in possession of those books and records — had been removed from their previous address and that he was unaware of their new location. Second, respondent contended that the ethics hearing should be postponed until the completion of an ongoing investigation of his activities by the United States Attorney's

Office, covering all matters under review by the DEC, with the exception of the Tracy matter. Specifically, respondent requested an adjournment until the resolution of the criminal charges, alleging that his exposure to criminal liability required him to assert his right against self-incrimination. Respondent also informed the DEC that the grievants in these ethics matters had filed various civil lawsuits, which were still pending. Respondent relied on R. 1:20-11(d), which provides as follows:

> Any body before which an ethics proceeding is pending may defer its continuation pending completion of civil or criminal litigation involving the same parties and the questions of law and fact in accordance with guidelines promulgated by the Director and approved by the Supreme Court.

At the DEC hearing, Bill Giallourakis, Esq., the attorney for one of the grievants (Barbara Greenhill) corroborated respondent's statement that several civil lawsuits related to respondent's conduct in the Greenhill matter were still pending because of the filing of a bankruptcy petition by respondent early in 1990. Specifically, Mr. Giallourakis explained that a collection suit had been stayed because of the bankruptcy petition, another lawsuit had been placed on hold because there was no possibility of discovery as a result of the bankruptcy petition and, in a third instance, a special complaint had been filed in bankruptcy court seeking to have certain of respondent's debts declared non-dischargeable because of alleged fraud on respondent's part.

The DEC denied the adjournment. At that juncture, respondent elected not to participate in the proceedings and left the room.

On the day before the Board hearing, respondent submitted a letter in lieu of appearance, requesting that the matter be remanded to the DEC for further discovery and hearing. The Board denied that request.

I. The Zailski Matter

According to Linda Zailski, who testified at the DEC hearing, her husband had been a long-standing friend of respondent. Respondent had never represented the Zailskis as an attorney. The Zailskis agreed to invest in two real estate partnerships, of which respondent was the general partner. The first involved the conversion of a building into six apartments. As stated in the Summary of Limited Partnership Offering, in return for the purchase of one partnership unit in the amount of $10,000, each limited partner would receive, in addition to their initial investment, "a participation to the extent of 50% of the net profit to be derived from the project." Exhibit PZ-1. Also, as the partnership's general partner, respondent guaranteed each limited partner an annual return of twelve percent interest on each partner's investment. The Limited Partnership Offering also contained the following statement:

> The General Partner, Bruce A. Thompson, is a practicing attorney of the State of New Jersey who is senior partner in the law firm of Thompson & Stoller, 142 Highway 34, Aberdeen, New Jersey. In addition, for the last several years, the General Partner has been actively engaged in the acquisition, holding, renovation, rehabilitation and development of real estate and real estate projects. The General Partner has also engaged successfully in the rehabilitation of older buildings into modern apartments.
> [Exhibit PZ-1]

The Limited Partnership Offering further stated that 53-55 Wallace Street Associates Limited, a limited partnership, had been formed to acquire the building located at 53-55 Wallace Street, Red Bank, New Jersey, from Brisbane Associates, Ltd. Notwithstanding this provision, title to the property was taken not in the name of the partnership, but in the name of Condorp, Inc., a corporation of which respondent was the president and in which the limited partners had no interest. Exhibit PZ-2.

Linda Zailski testified that, when she and her husband informed respondent that they had no funds with which to purchase a partnership unit, respondent suggested that they apply for a home equity loan. Relying on their friendship of long-standing and on respondent's status as an attorney, the Zailskis purchased one partnership unit for the sum of $10,000, obtained through a home equity loan. In Linda Zailski's own words, "[t]he part of practicing attorney led us to believe that he's truthful and not going to lead us astray in what's in the documents and what he states is correct and true" (T6/16/1993 57).

After the conversion of the six apartments and the sale of five of them, but prior to the sale of the last apartment, the building was destroyed by a fire. Two individuals died in the fire. Thereafter, during a telephone conversation with respondent, Linda Zailski inquired whether insurance monies would be paid and whether the limited partners would be entitled to a return of their investments. According to Zailski, respondent replied that the building would be rebuilt. Indeed, in a letter to the DEC

investigator and in his answer, respondent admitted that he received insurance proceeds totalling $132,000, which were deposited in Condorp's account. Respondent contended that "[n]either the funds nor any portion of them belonged to Zailski. Proceeds are claimed by condo owners, their mortgagees and persons injured or killed in the fire as well as Condorp, Inc. The Limited Partnership would only come after these partners are satisfied. Zailski has no claim to these funds." Answer, Zailski Count One, Paragraph 6.

The Zailskis never received the $10,000 investment back or the twelve percent interest guaranteed by respondent.

The second business venture in which the Zailskis participated also involved the conversion of property into apartments. As with the 53-55 Wallace Street Limited Partnership Offering, the Summary of this second partnership, Beach Associates Limited, of which respondent was the general partner, touted respondent as an attorney, a senior partner in the law firm of Thompson & Stoller, and a successful investor in ventures designed to rehabilitate older buildings into modern apartments and to sell them at a substantial profit. Exhibit PZ-5. Each limited partner would receive a twenty-five percent interest in the profits of the project, in addition to a twelve percent annual return on their investment, which respondent guaranteed as the general partner. The Offering also stated that Beach Associates Limited had been formed to acquire the property to be renovated and sold. As with the 53-55 Wallace Street Partnership, however, title was eventually

transferred from Bruce A. Thompson to Fin Am Corp., Inc., and then to Condorp Inc., corporations in which respondent had an interest and the limited partners had none.

Again relying on respondent's status as a friend and as an attorney, and relying further on respondent's boasting that "this prime property is going to make a lot of money * * * this one is going to sell real quick * * * " (T6/16/1993 97-98), the Zailskis once again dipped into their home equity line to buy a $10,000 partnership unit. According to Linda Zailski, thereafter she drove by the property on numerous occasions, observing no progress on improvements. Whenever she would ask respondent when the renovation would be starting, he would reply, "Soon." On the last occasion that Zailski drove by the property, she noticed a sign for a sheriff's sale in front of the house. She did not know what caused the sheriff's sale or what happened at the sheriff's sale. After Zailski tried to contact respondent several times, unsuccessfully, she reached him on one occasion, at which time he apprised her of his bankruptcy petition.

* * *

At the conclusion of the ethics hearing, the DEC found that, although there was no indication that respondent intended to defraud the investors in all of these matters at the inception of the ventures, respondent violated RPC 1.15(b), when he failed to notify the Zailskis that he had received insurance proceeds from the fire. The DEC also found that respondent violated RPC 8.4(c), when (1) title to the properties was not taken in the name of the

partnerships, (2) the insurance proceeds found their way to a corporation of which respondent was the president and not to the partnership, and (3) respondent failed to disclose his ownership of the property to be developed by Beach Associates Limited.

II. THE GREENHILL MATTER

Ten years ago, Barbara Greenhill's husband died, leaving her a $200,000 inheritance. When her son suggested that she obtain a financial advisor, she enrolled in an investment course at Brookdale Community College. It was there that she met John Lydon, a stockbroker and a lecturer at that course. Lydon befriended Mrs. Greenhill and, thereafter, helped her manage her investments successfully for approximately one year. Ultimately, Lydon introduced respondent to Mrs. Greenhill as a lawyer who was very competent in real estate investments, very honest and of high integrity. Before Mrs. Greenhill met respondent, however, she met his partner, David Stoller, through John Lydon. The purpose of Stoller's introduction to Mrs. Greenhill was to discuss possible representation in a lawsuit involving a real estate matter in which she was a defendant. According to Mrs. Greenhill, when Mr. Stoller became a witness in that suit, she retained different counsel to represent her.

It was not clear that Mrs. Greenhill and respondent's firm ever had an attorney-client relationship. Although there is some suggestion in the record, by way of answers to interrogatories in Mrs. Greenhills' malpractice suit against respondent's firm, that

the firm of Thompson and Stoller received some legal fees from Mrs. Greenhill for one or two legal matters, Exhibit PG-1, Mrs. Greenhill testified that she had paid $675 to Stoller to act as a witness in the above lawsuit. Also, Mrs. Greenhill testified that, although she and respondent had had some discussions about a will, respondent never prepared the will for her execution.

In any event, after some meetings with respondent and at his recommendation, Mrs. Greenhill ultimately invested $284,000 in eight separate real estate ventures involving securities and limited partnerships. According to Mrs. Greenhill, respondent had "assured [her] that these were good investments and that they were guaranteed by his personal wealth" (T6/16/1993 114). Indeed, in at least one venture (and allegedly in all), in which Mrs. Greenhill purchased a Real Estate Income Note ("REIN") for $95,000 from Fin Am Corp., of which respondent was president and sole shareholder, respondent personally guaranteed the underlying investment, to be made with the proceeds of the note. Exhibit PG-1. In each instance, she relied on respondent's status as an attorney.

In five of these business ventures, respondent personally guaranteed a twelve percent annual income to Mrs. Greenhill. Indeed, for a period of over one year, Mrs. Greenhill received interest payments. After these payments stopped, however, and after Mrs. Greenhill complained to respondent, in 1989 he notified her that, because of the "deplorable condition of the real estate market" and because of the "continued boom of the stock market," he

had engaged in a series of transactions that would prove "tremendously beneficial" to Mrs. Greenhill. Specifically, respondent explained, the properties owned by three limited partnerships had been transferred to a corporation, Beach Realty and Financial Corp. ("Beach"), in exchange for shares of the common capital stock of that corporation. Thereafter, following the above acquisitions, the corporation had entered into an exchange of shares with Capital Pacific Management, Inc. ("CPMI"), a Delaware corporation whose stocks were publicly traded and in which respondent allegedly had an interest. As a result of that transaction, Beach had become a wholly owned subsidiary of CPMI and the three partnerships had become a shareholder of CPMI. The three partnerships were, thus, terminated and dissolved and the shares of CPMI distributed to the limited partners. Respondent further informed Mrs. Greenhill that she would be "contacted by CPMI with regard to the issuance of your stock certificate[s]." Exhibit PG-1. Respondent undertook this transaction without Mrs. Greenhill's knowledge or consent. The record is not clear as to the value, if any, of the CPMI stock at the time of the transfer. It is clear, however, that, at some point, the CPMI investment was worthless, resulting in a loss to Mrs. Greenhill of $284,000 in principal monies invested.

* * *

Relying on Mrs. Greenhill's testimony and, mostly, on a voluminous packet of documents prepared by Mrs. Greenhill's attorney, Bill Giallourakis, for submission to the Client

Protection Fund (Exhibit PG-1), the DEC concluded that respondent had undertaken numerous speculative real estate ventures, utilizing his membership in the bar to induce the public to have confidence in him. The DEC found, as noted above, that respondent had no intent to defraud Mrs. Greenhill at the inception of the transactions and that, in fact, he had met some of his commitments to pay twelve percent annual interest. The DEC concluded, however, that, after the real estate market had collapsed, respondent had made misleading representations to his investors, violated the terms of his responsibilities as general partner to them by transferring assets among the various interests he controlled and, generally, engaged in some "wheeling and dealing" in an effort to survive. The DEC found that respondent had violated RPC 8.4(c),

> in that he knowingly misrepresented to grievant the nature of her investments; failed to disclose his personal interests and certain legal entities in which he recommended her money be invested; misrepresented to her on numerous occasions the financial integrity of her investments and the security for them; failed to provide an accounting of her funds; and reinvested her assets in a worthless corporation, Capital Pacific Management, Inc. In addition, as to Beach Associates, Respondent also violated R.P.C. 8.4(c) for further reasons set forth above as to Zailski.
>
> [Hearing Panel Report]

The DEC concluded that an attorney/client relationship between Mrs. Greenhill and respondent had not been established.

III. THE TRACY MATTER

In 1980, James Tracy was introduced to respondent by a mutual

friend. Subsequently, from 1983 through 1987, respondent's law firm represented Tracy on four occasions.

Sometime in 1987, respondent invited Tracy to become an equal partner in several business ventures, including three convenience stores known as Checkers. According to Tracy, he had twenty years' experience in that retail business. Tracy made an initial investment of $10,000. In addition, both Tracy and respondent signed a $75,000 note with First Fidelity Bank, as obligors. Believing that he might have a conflict of interest when, two years later, he took employment with a New Jersey distributor of food products, Tracy approached respondent about the possibility of divesting himself of the interest in the Checkers stores. According to Tracy, respondent agreed that Tracy's interest would be conveyed to respondent, in exchange for the removal of Tracy's name from the $75,000 note.

Still according to Tracy, when the bank documents were sent to him for his signature, he mistakenly believed that his name had been removed from the note. Instead, the documents that he signed, allegedly without reading and without consulting with respondent, named him as guarantor on the note, in the event of default by respondent. Tracy testified that respondent had not advised him to consult with independent counsel either at the time of the business venture or at the time of the divestiture of his interest in Checkers.

Subsequently, in 1987, Tracy was served with a summons and a complaint naming him as a defendant in a lawsuit instituted by the

bank, based on the Guaranty. Respondent, too, was a defendant in that suit. According to Tracy, he immediately contacted respondent, who "pleaded ignorance." At that time, respondent assured Tracy that he and one of the attorneys in his law firm, William Nixon, would investigate the matter and that Nixon would represent Tracy in the lawsuit. Once again, respondent did not advise Tracy to retain separate counsel.

As can be seen from Exhibit PT-2 (a letter from Nixon to Tracy, dated April 1990), ultimately the bank was granted summary judgment against Tracy on the second count of the complaint, based on Tracy's personal guarantee of respondent's obligations. The letter further stated:

> While the guarantee covers all loans to Mr. Thompson, the complaint only named you as a defendant on the second count. Accordingly, the Judges [sic] Oral Ruling granted Summary Judgment against you on the second count only, in the amount of $50,545.45, together with interest of $7,262.92. I have just received the Written Order which supposedly reflects the Judge's ruling. I have enclosed a copy for your reference, and as you can see, the Order grants Summary Judgment against Mr. and Mrs. Thompson. I believe that this is an error and as soon as plaintiff's attorney realizes this it will be corrected.
>
> Also, the Bank has filed a Motion to amend the complaint to assert a claim against you on Counts I. and III. based on the guarantee. This Motion is returnable on April 27, 1990. Accordingly, if you wish to oppose the same, such opposition must be submitted by April 23, 1990.
>
> [Exhibit PT-2]

The reference to other counts, Tracy testified, stemmed from Tracy's guarantee of other personal loans by respondent and his wife, which Tracy assumed, allegedly unaware that he was also guaranteeing other personal loans made by First Fidelity Bank to

respondent. Tracy testified that, ultimately, he obtained a release from the bank upon payment of the sum of $50,000.

In his answer, respondent denied that Tracy was unaware that he had guaranteed the payment of the $75,000 loan. Respondent claimed that he had informed Tracy that the bank would not release Tracy as obligor without keeping him as guarantor. Respondent explained that, thereafter, Tracy dealt directly with the bank.

* * *

The DEC found that respondent violated RPC 1.7(b), after he undertook to represent Tracy in a lawsuit in which Tracy's interest was adverse to that of respondent and after he failed to advise Tracy to seek independent counsel. The DEC further concluded that respondent had violated RPC 8.4(c), by misrepresenting the legal significance and the consequences of the bank document submitted for Tracy's signature. The complaint, however, did not charge respondent with the violation of this rule. Indeed, the relevant paragraph in the complaint states that "[t]he First Fidelity Bank prepared a new note to be signed by the Respondent but required the Grievant to sign on as a guarantor. Relying on Respondent's advice, Grievant signed on as a guarantor on the new $75,000 note with First Fidelity Bank taken out by the respondent * * * *" It was only at the DEC hearing that Tracy alluded, for the first time, to a deception as to his guarantee of the $75,000 loan and of other personal loans taken by respondent and his wife.

CONCLUSION AND RECOMMENDATION

Upon a de novo review of the record, the Board is satisfied that the DEC's conclusion that respondent's conduct was unethical is fully supported by clear and convincing evidence. The Board is unable to agree, however, with some of the specific instances of violations found by the DEC.

In the Zailski matter, the DEC found that respondent had violated RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation) for his failure to disclose his ownership of the property to be developed by Beach Associates Limited. However, although it is true that one of the exhibits in evidence is a deed from respondent, individually, to Fin Am Corp., there is nothing in the record to support the DEC's finding that respondent did not disclose his interest in the property to the Zailskis and that his failure to do so was the result of dishonesty, fraud, deceit or misrepresentation.

Similarly, the Board could not find, to a clear and convincing degree, that respondent violated RPC 8.4(c) in the Greenhill matter, as concluded by the DEC, for (1) knowingly misrepresenting to Mrs. Greenhill the nature of her investments, (2) failing to disclose his personal interest in certain of the legal entities in which he recommended her money be invested and (3) misrepresenting to her, on numerous occasions, the financial integrity of her investments and the security for them. Although it is unquestionable that respondent committed serious improprieties in connection with Mrs. Greenhill's investments, as seen below, the

above specific findings of misrepresentation are not supported by the record. Indeed, as properly concluded by the DEC, not only is there no evidence that respondent intended to defraud Mrs. Greenhill from the outset of the transaction, but she also received $62,000 in regular interest payments between 1988 and 1989. It is possible, thus, that the decline of the real estate market or some other unproven reason was partially or entirely responsible for the failure of the investments, rather than the above specific instances of misrepresentation enumerated by the DEC.

Lastly, in the Tracy matter, the DEC found that respondent violated RPC 8.4(c) by misrepresenting to Tracy that the purpose of the bank document submitted for his signature was to extinguish his obligation under the $75,000 note, instead of guaranteeing the payment of the loan, if respondent defaulted. The complaint, however, does not contain an allegation that respondent misrepresented to Tracy the nature of the document. It was only at the DEC hearing that, for the first time, Tracy mentioned that he had unwittingly become the guarantor of the $75,000 loan and of other personal loans by respondent and his wife. Accordingly, the Board is unable to agree with the DEC's findings in this regard.

There is no question, however, that respondent acted unethically in several instances and that his misconduct was serious. Respondent violated RPC 1.15(b) in the Zailski matter, when he failed to notify the Zailskis that he had received insurance proceeds from the fire on the property and when he failed to account for the disposition of such funds. He also violated RPC

8.4(c), by misrepresenting to the Zailskis, in the Limited Partnership Offerings, that title to the properties would be held by the partnerships when, in fact, it was held by corporations of which respondent was either the president or a principal.

The Board was particularly troubled by respondent's conduct in the Greenhill matter. Knowing that Mrs. Greenhill relied on him as an attorney and sought an experienced investor in real estate ventures, and knowing further that the monies she invested were her lifetime savings, respondent should have advised — indeed, urged — that she consult with independent counsel or otherwise refused to proceed with the transactions. Instead, he counseled Mrs. Greenhill to invest in highly speculative ventures, induced her to rely on his personal guarantee of the success of the investments and allowed her to become an unsecured creditor. Later on, he refused to provide collateral to secure her position as an investor. He also failed to provide an accounting of her funds and, as found by the DEC, reinvested her assets in a worthless corporation, Capital Pacific Management, Inc., without her knowledge or consent. His conduct caused Mrs. Greenhill to lose all of her husband's inheritance, on which she relied for subsistence. Should the Client Protection Fund reject her claim (a request for the payment of approximately $300,000 is still pending, presumably awaiting the conclusion of pending litigation against respondent), respondent's conduct will have caused her irreparable harm.

Lastly, respondent violated RPC 1.7(b) in the Tracy matter,

when he did not advise Tracy to retain independent counsel at the time that he signed the Guaranty and, further, when an attorney in his firm, William Nixon, represented Tracy in a lawsuit in which respondent was Tracy's co-defendant, without first advising Tracy to seek independent counsel or obtaining his consent to the representation.

As to the issue of discipline. That there was no client/attorney relationship between respondent and the grievants is of no moment. An attorney must act in his business transactions with high standards and his professional obligation reaches all persons who have reason to rely on him, even though not strictly clients. In re Katz, 90 N.J. 272, 284 (1982), citing In re Lambert, 79 N.J. 74, 77 (1979); In re Genser, 15 N.J. 600, 606 (1954). See also In re Philips, 127 N.J. 83 (1992) (where the attorney received a public reprimand for lack of diligence and gross neglect in an estate matter and failure to communicate with the will beneficiaries, who were not strictly clients) and In re Chester, 127 N.J. 318 (1992) (where a public reprimand was imposed after the attorney drew a trust account check against uncollected funds and solicited his secretary to make an unsecured loan of $9,500 to a client, while giving her false assurance that he would protect her interest).

Conduct by an attorney who, in one matter, submitted a false counsel fee affidavit to the court containing exaggerations as to the quantum and value of his services, at the expense of an eight-year old paralyzed boy and, in another matter, overreached a

widowed client, merited disbarment. In re Wolk, 82 N.J. 326 (1980).

The primary distinction between this case and Wolk is that, as found by the DEC, respondent had no intent to defraud the investors from the beginning of the transactions. Otherwise stated, respondent did not induce the investors to participate in the business ventures by fraudulent means. Furthermore, Wolk's conduct was more egregious, in that he hid the foreclosure action from the widow and also submitted a false counsel fee affidavit to the court grossly exaggerating the value of his services, to the detriment of an eight-year old paralyzed boy.

Here, respondent violated RPC 1.15(b), when he failed to notify the Zailskis of the receipt of the fire insurance proceeds and when he failed to account for their disposition. He also violated RPC 8.4(c), when he misrepresented to the Zailskis that title to the two properties to be developed would be taken in the name of the partnerships. In the Greenhill matter, respondent again violated RPC 1.15(b), when he failed to account for Mrs. Greenhill's investments. He also induced her to rely on his status as an attorney, counselled her to invest in highly speculative ventures, allowed her to become an unsecured creditor and, later on, refused to provide collateral to secure her position as an investor. Respondent also violated RPC 8.4(c) when he reinvested her assets in a worthless corporation, without her knowledge or consent, all to great financial injury to her. Lastly, respondent violated RPC 1.7(b), when he failed to advise Tracy to obtain

separate counsel when Tracy signed the Guaranty and also when an attorney in his firm represented Tracy in a lawsuit in which respondent was Tracy's co-defendant.

After consideration of all relevant circumstances, a four-member majority of the Board determined to recommend that respondent receive a two-year prospective suspension, with the added requirement that he not be reinstated to the practice of law until all disciplinary matters currently pending against him are finalized. The Board further determined to suggest that, in the interest of judicial economy, the Court withhold its consideration of this matter until all the other disciplinary matters are ripe for the Court's review. Two members voted for respondent's disbarment. Three members did not participate.

The Board further recommends that respondent be required to reimburse the Ethics Financial Committee for administrative costs.

Dated: 11/30/93

By: _____
Raymond R. Trombadore
Chair
Disciplinary Review Board