SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. 17-056
District Docket No. XIV-2013-0118E

IN THE MATTER OF	:
FRANK CATANIA, JR.	:
AN ATTORNEY AT LAW	:

Corrected Decision

Argued: April 20, 2017

Decided: August 21, 2017

Timothy J. McNamara appeared on behalf of the Office of Attorney Ethics.

Gary D. Nissenbaum appeared on behalf of respondent.

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

This matter was before us on a recommendation for disbarment, filed by Special Ethics Master Melinda L. Singer, Esq., based on respondent's knowing misappropriation of "trust funds and/or escrow funds." The misappropriated funds comprised $25,000 of $190,000 in escrow funds, which had been set aside during a residential real estate closing for the purpose of acquiring a riparian grant from the State of New Jersey.

For the reasons set forth below, we, too, recommend respondent's disbarment for the knowing misappropriation of client and escrow funds, a violation of RPC 1.15(a), RPC 8.4(c), and the principles set forth in In re Wilson, 81 N.J. 451 (1979), and In re Hollendonner, 102 N.J. 21 (1985).

Respondent was admitted to the New Jersey bar in 1991. At the relevant times, he maintained an office for the practice of law in North Haledon, which operated under the name Catania & Ehrlich (the firm). Respondent has no disciplinary history.

At the disciplinary hearing, respondent identified real estate transactions as one of the primary areas of his practice. During his decades-long career, respondent participated in at least one hundred closings.

Respondent represented Charles C. Amorosi (Charles),[1] his wife Andrea, and his mother, Patricia (collectively, the Amorosis) in their January 25, 2010 purchase of a Toms River waterfront residence (Toms River property) from the estate of Mary Romei (the estate), whose representative was Louis Romei. Attorney Howard Butensky represented Louis Romei, and respondent served as the settlement agent.

Due to the Toms River property's waterfront location, the estate was required to obtain a riparian grant from the State of

[1] Charles also was known as "Chris" and "Bones."

New Jersey. Kenneth Ratzman, who, in August 2009, was the acting manager for the New Jersey Department of Environmental Protection's Bureau of Tidelands Management (Bureau), explained that a riparian grant is the means by which the State conveys to a private entity "real estate grounds underwater or previously flowed as underwater."

On June 3, 2009, the Tidelands Resource Council (Council) voted to issue a riparian grant for the Toms River property in exchange for $183,191, plus a $700 processing fee. On August 28, 2009, Ratzman communicated to Butensky the Council's approval of the grant, the price of the grant, and the amount of the processing fee. Butensky paid the processing fee on September 1, 2009, which triggered the process of preparing and finalizing the grant.

On September 12, 2009, the Amorosis signed the agreement of sale for the Toms River property. That same month, respondent contacted Carroll Title Agency, Inc. (CTA) to obtain title insurance for the Amorosis.

On November 6, 2009, CTA sent a number of documents to respondent, including the title insurance commitment. Six days later, CTA sent an endorsement to the title policy, which stated:

> Riparian Grant Requirement may be omitted at closing provided an escrow is held in the amount of $190,000.00 pending payment to the State of New Jersey. Note: Escrow funds can be used to make payment.
>
> [Ex.7.]

Patrick Carroll, vice president and title officer of CTA, testified that a prior endorsement to the policy had required the $183,191 payment for the riparian grant to be disbursed out of the closing proceeds. However, the State had not yet issued the grant by the time of closing and, thus, $190,000 had to be placed in escrow to secure payment.

On the day of the January 25, 2010 closing, Wells Fargo Bank wired $287,212.83 to respondent's trust account. Respondent credited the transfer to the Amorosi client ledger card. After respondent disbursed the monies in accordance with the HUD-1, $190,000 remained in the trust account.

On December 21, 2010, approximately eleven months after the closing, respondent issued a $15,000 trust account check to Cattino Fitness Corp. (Cattino Fitness). The memo line contained the notation "amorosi/romei contribution," and respondent recorded the disbursement on the Amorosi/Romei client ledger card.

Cattino Fitness was a business owned by respondent and Anthony Rottino, which had no connection to the Toms River real estate transaction. The purpose of the $15,000 disbursement was to cover the gym's payroll.

Although respondent claimed to have funds "elsewhere," which could have been used to cover the payroll, he could not access them in time to meet that obligation. Because respondent needed the

money "right away," he called Charles, "spoke to him," and then took the funds from the trust account. The $15,000 disbursement reduced the $190,000 escrow to $175,000.

On December 30, 2010, respondent issued a $10,000 trust account check to Greenbaum, Rowe, Smith & Davis (Greenbaum, Rowe) and recorded the disbursement on the Amorosi/Romei client ledger card. Although the memo line contained the notation "legal fees," these fees were unrelated to the Toms River real estate transaction. Rather, they were for services rendered to a Harley Davidson business owned by respondent and Rottino.

Although the actual amount owed for legal fees was $18,000, Greenbaum, Rowe had agreed to accept $10,000 in full and final payment if respondent paid the bill by the end of the year. To do so, respondent asked Charles to lend him the money. The $10,000 disbursement to Greenbaum, Rowe further reduced the original $190,000 escrow to $165,000.

On March 2, 2011, respondent issued a $183,191 trust account check to Atlantic Stewardship Bank, which contained the notation "amorosi/romei Tidelands Grant." The trust account check was used to purchase an official check, in the same amount, payable to the Treasurer of the State of New Jersey, representing payment for the riparian grant.

On April 26, 2011, respondent deposited a $15,000 Cattino Fitness check in the trust account. He claimed that this deposit represented repayment of the December 2010 $15,000 loan.

On August 2, 2011, respondent wrote to Butensky and informed him that $183,191 of the $190,000 escrowed for the riparian grant had been paid to the State of New Jersey. Respondent, thus, enclosed a $6,809 trust account check, representing the difference between the $190,000 escrow and the amount paid to the State. At the hearing, respondent acknowledged that the $6,809 was "the sellers' money." The trust account check was posted to respondent's trust account on August 17, 2011.

On June 6, 2012, the OAE notified the firm that a random audit of its attorney records would take place on June 25, 2012. OAE senior random auditor Mimi Lakind testified that she conducted the random audit, which encompassed the period June 1, 2010 through May 31, 2012.

At the audit, Lakind reviewed a standard questionnaire with respondent. Among other things, he told her that he was responsible for the "day-to-day work" involving the firm's books and records, utilizing Quicken. Respondent also told her that all legal fees, when earned, were withdrawn from the trust account and deposited in the business account.

Although respondent produced ledger cards, Lakind noted that they did not contain running balances. In addition, Lakind's review

of the firm's trust and business account records uncovered shortages for two client matters: $10,000 for Amorosi and $503.69 for Anthony Giaquinto. In addition, the bank charges imposed during the audit period exceeded the amount of trust account funds dedicated to cover those charges by $40.47.

Lakind determined that the $10,000 trust account check issued to Greenbaum, Rowe, in December 2010, had caused the Amorosi shortage. Yet, Greenbaum, Rowe was not listed on the HUD-1 relative to the Toms River closing.

When Lakind questioned respondent about the $10,000 disbursement, he told her that he did not know what had occurred but that he would check into it. Thus, at this point, Lakind assumed that respondent had made the disbursement in connection with the real estate transaction but "didn't realize that he should have listed it and gotten the money for it" from the client. She instructed respondent to deposit $10,000 into the trust account, within two weeks, either by obtaining the funds from the client or lending them to the client. As shown below, respondent failed to meet the two-week deadline.

In a letter dated July 5, 2012, ten days after the random audit, respondent informed Lakind that the $10,000 shortage "resulted from a mistake made in advising the client the total amount of funds needed for the closing." This was not true. Respondent testified that, at the time he made the statement, it was truthful. He said that he was

nervous and, because Lakind "needed an answer," he quickly perused the file, and that is what he "came up with."

In that letter, respondent also stated that he and Charles had agreed that each of them would contribute $5,000, by August 1, 2012, to a trust account deposit to rectify the $10,000 shortage. On September 7, 2012, a $5,000 business account check was deposited in the trust account, followed by a $5,000 cash deposit, one week later. Charles confirmed that he gave respondent $5,000 cash, which respondent later repaid, in cash.

Lakind determined that, among other irregularities that the random audit had revealed, the $15,000 disbursement to Cattino Fitness was charged to Amorosi, but also was not listed on the HUD-1. Respondent never disclosed this $15,000 disbursement to Lakind.

Lakind noted other discrepancies uncovered during the audit, including a shortage in funds belonging to respondent's clients Danielle Michalski and "Gassib," in 2011. One item involved a $4,583.33 deposit in the Gassib matter, which was recorded on December 9, 2009. Because respondent did not inform Lakind that the monies represented earned legal fees, she believed it was an "old balance." The shortages and other trust account irregularities are detailed below, in the discussion of the OAE's demand audit, which took place in May 2013.

On May 22, 2013, OAE auditor Arthur Garibaldi and then Deputy Ethics Counsel Missy Urban conducted a demand audit of the firm's

attorney records. This time, respondent claimed that the $15,000 and $10,000 disbursements were loans, which he believed had been documented in an e-mail. When respondent searched his records, however, he could not find an e-mail, although he "knew there was something."

On the afternoon of the demand audit, at 4:40 p.m., respondent sent the following e-mail to Charles:

> Bones,
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> If it was anyone else I wouldn't even ask because there is no chance but I know how anal you are. By any chance do you have any of the letters or any other documentation that you gave me when I asked to borrow that money that you had in escrow with respect to the purchase of the above house? Take a look and let me know.
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> [Ex.A-39.]

Two days later, on May 24, 2013, respondent explained to the OAE, in writing, that the $10,000 Amorosi/Romei shortage had resulted from two separate loans by which Charles had authorized respondent to borrow $15,000 and $10,000. Eighteen days later, on June 11, 2013, respondent produced copies of two handwritten documents, dated December 21 and 28, 2010. The documents, signed by Charles, authorized respondent to borrow $15,000 and $10,000, respectively.

The first document, dated December 21, 2010, provides:

> Frank,
>
> As you requested, the within shall serve as my authorization for you to withdraw and borrow $15,000.00 from the monies you are holding in escrow for my house at 344 Bergen Avenue, Toms River, NJ 08753.
>
> [Ex.29.]

The second, dated December 28, 2010, provides:

> Frank,
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> Once again, as you requested, the within is my authorization for you to borrow another $10,000.00 from my money held in escrow in your trust account for my house at 344 Bergen Avenue, Toms River, NJ 08753.
>
> [Ex.29.]

Because respondent's explanation about his use of the escrow funds had changed, on September 10, 2013, the OAE asked him to explain the discrepancy between his July 5, 2012 and May 24, 2013 letters. Although respondent received the letter, he did not reply.

Lakind reiterated that respondent "[a]bsolutely" did not tell her, at the June 2012 random audit, that he had borrowed money from Charles. Respondent testified that, when he explained the $10,000 shortage to Lakind, in July 2012, his letter reflected, "quite honestly," that he was unable to "figure out why there was a shortage." Respondent did not remember the $10,000 loan until May 2013, when Charles asked him whether the $10,000 that they had "put in the previous September" had anything to do with the $10,000 loan

documented in the December 28, 2010 note. Charles confirmed respondent's testimony.

Respondent, Charles, and Andrea testified extensively about the December 2010 documents. Respondent provided a brief history of the loans. He stated that he had asked Charles for permission to borrow monies from the escrow just prior to the dates on the documents. Respondent explained:

> All right. And I told him -- the first time I told him, Charles, you have $190,000 in escrow here, all right, you know what it's for, it's for the riparian grant, can you do me a favor, can I borrow $15,000. And he said to me, absolutely, go ahead. I said, well, I need a letter from you, you know. He was, well, what do you need in the letter. And that's when I told him — . . . basically what he needs in the letter, all right?
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> And there was a second time for the $10,000, all right? Again, he didn't even ask me what it was for, all right. I explained to him what it was for. And then again, I told him what I needed and that that's [sic] how those letters were originated.
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> [2T281-2 to 17.][2]

Although respondent claimed to have directed Charles to create a written document for each loan and told Charles what to say, he did not provide Charles with the verbatim language and did not know who wrote the documents. Respondent was concerned that, if he drafted the documents, there would be a conflict of interest.

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[2] "2T" refers to the hearing transcript, dated January 12, 2016.

The inconsistencies in Charles's testimony about the loans were legion. He testified that he and respondent were alone when respondent asked to borrow the monies. Respondent did not tell Charles why he needed the funds, and Charles did not know what respondent intended to do with them. Respondent also did not tell Charles that "all sides" of the transaction had to agree to the loan.

Charles testified that respondent had asked to borrow the funds around the same time as the dates reflected on the documents. Despite those dates, Charles did not remember when he signed them. He flatly denied that he created the December 2010 documents after he had received respondent's May 22, 2013 e-mail. Rather, he was certain that the documents had been created and signed prior to the e-mail because they were dated December 2010.

Charles's testimony regarding the preparation, execution, and storage of the documents also was unclear. During his November 2015 OAE interview, Charles claimed that he could not recall who had crafted the language and had written the documents, speculating that it might have been one of respondent's secretaries. At another point in the interview, Charles stated that respondent wrote the $15,000 note and Charles just signed it. He also stated, at the interview, that respondent had handed the second document to him to sign.

At the hearing, Charles claimed that, after his November 2015 interview, Andrea said to him "I wrote those letters and you signed them." Until that time, he testified, he had forgotten that fact.

Charles denied that he had tried to mislead the OAE, during his interview, when he said that respondent had given him the notes to sign. He did not inform the OAE of what Andrea had subsequently told him because he "didn't think [he] was required to."

Charles testified that he either could not recall or did not know who requested Andrea to be scrivener, where she wrote the documents, or even whether either he or respondent were present at the time. He claimed that, even after sixteen years of marriage, he did not know what his wife's handwriting looked like and, thus, did not know that she had written them.

Although Charles testified that he did not know what happened to the documents after he had signed them, he acknowledged that, at his 2015 interview, he told the OAE that respondent took possession of them and that he (Charles) did not have copies. He, thus, admitted that, under those circumstances, there would have been no need for respondent's May 2013 e-mail.

Charles did not recall having had a conversation with either Patricia or Andrea at the time of the loans. When asked if he had told either about the $15,000 loan, Charles replied that he "[d]efinitely" did not tell Patricia, but that he "maybe" told Andrea. As to Andrea, Charles stated:

> You know, I don't – I don't really remember, again, discussing it much with my wife other than the fact that now that you're throwing all this in front of me, I assume that she was aware of it at the time.
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> [1T179-18 to 21.][3]

In respect of the $10,000 loan, Charles testified that he did not remember having "any type of conversation or anything like that" with either his mother or his wife. He speculated that "[i]t might have been mentioned, you know, but it was just assumed, you know that she knew, you know." Charles acknowledged that, during his OAE interview, he stated that his mother and his wife first learned of the loan about a month or two before his interview took place. However, he denied any intent to mislead the OAE.

Andrea testified that she could not recall when she first learned of the loans, although she did remember that, prior to her preparation of the documents, Charles had informed her that there would be a loan to respondent. She did not know whether the loan documents were prepared before or after respondent took the money, however.

Andrea testified that she wrote the notes, Charles signed them, and that she was the scrivener because Charles's handwriting is "terrible".

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[3] "1T" refers to the hearing transcript, dated January 11, 2016.

When Andrea was shown the transcript of Charles's OAE interview, in which he denied knowing whose handwriting comprised the documents, she did not know why he said that. She summarized: "He just asked me to write the note. I did. And he signed it."

Andrea believed that she wrote the loan documents at the time the loans were made, although "I just don't remember." When pressed, however, she stated "I mean, I put the date on there. But I – you know, like I said, I don't remember."

Andrea was shown a copy of respondent's May 22, 2013 e-mail to Charles, which she previously had not seen. She could not recall whether she wrote the loan documents as a result of this e-mail, stating "I don't remember. I'm sorry." Charles never asked her to backdate handwritten documents.

Respondent could not resolve the mystery involving who prepared the documents signed by Charles. He explained:

> I -- my -- I didn't prepare it, nor was it done under my directive. Whether Chris did it himself, whether his wife did it, who signed -- that was not of substance to me. I mean, the fact that Mr. Amorosi signed it and sent it, I didn't question as to who prepared it[.]
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> [2T173-14 to 19.]

Andrea was directed to the transcript of Charles's November 13, 2015 interview, in which he stated that he did not believe that he had told either Andrea or Patricia that he had authorized respondent to borrow $25,000 from the escrow. She replied: "I – I

knew about them. I don't know why – I just don't – I knew – well, I knew when I wrote the letters." Andrea challenged Charles's claim, during his OAE interview, that Andrea and Patricia did not know about the loans until "a month or two" before the interview took place. She asserted that "[i]t was more than a month or two ago."

Regardless of the confusion surrounding the timing, preparation, and execution of the loan documents, the record demonstrated that the disbursements had nothing to do with the Amorosi transaction and that respondent neither sought nor obtained from the other parties involved in the transaction permission to use the $25,000. Patricia and Andrea Amorosi, Louis Romei, and CTA, either directly or through a representative, testified that respondent never asked them for permission to borrow the escrow funds, that neither Cattino Fitness nor Greenbaum, Rowe had anything to do with the Toms River real estate transaction, and, further, that he never informed them that he had borrowed the money.

Respondent admitted that Cattino Fitness and Greenbaum, Rowe had no connection to the closing. He testified that he did not ask permission to borrow the monies from the above individuals and entities because he believed, at the time, that they had no interest in the money. Consequently, respondent never showed Patricia and Andrea Amorosi, the Romeis, their attorneys, CTA,

Wells Fargo, or the OAE any document signed by any of them granting respondent permission to use the funds.

Respondent sought permission to borrow the $25,000 only from Charles because he believed that Charles was "the only person at that time who had an interest in the money." As for Patricia and Andrea, respondent testified that his course of dealing with both of them led him to believe that Charles was their spokesperson and, therefore, respondent had their implied permission to use the monies. Respondent agreed that it was wrong for him to remove $25,000 from the trust account.

In addition to respondent's unauthorized use of the $25,000 in escrow funds, he invaded client funds, on March 2, 2011, when he obtained the $183,191 official check for the purpose of paying for the riparian grant, because, at that time, the trust account held only $165,000 of the $190,000 escrow monies. Although the invasion of other trust funds did not occur until this date, there was a good deal of testimony about the bank's February 2011 "encoding error" regarding a deposit.

Specifically, on February 11, 2011, respondent deposited in the trust account the buyers' $19,500 deposit for the purchase of a Bayonne house from respondent's client, Danielle Michalski. The bank credited only $1,950 to the trust account, rather than the full $19,500.

On March 1, 2011, the trust account balance was $182,082.86. On March 2, 2011, the same day that the $183,191 trust account check was negotiated, the bank corrected the February encoding error, by charging back the $1,950 and crediting the full $19,500. Thus, the $183,191 trust account check cleared the account, leaving a $16,441.86 closing balance on that date.

OAE auditor Garibaldi detailed respondent's invasion of trust account funds. To do this, he relied on respondent's register report for the period comprising November 1, 2009 through March 31, 2011, his own reconstruction of the receipts and disbursements for the Amorosi/Romei transaction, and bank records.

On March 31, 2011, respondent's trust account balance was $6,441.86. At that point, respondent's ledger balance for the Gassib matter was $4,583.33. In addition, based on respondent's register report, the trust account should have held the remaining $6,809 riparian grant escrow monies; $250 for "Zizzo;" and $19,500 for Michalski. Therefore, Garibaldi stated, the trust account should have held a total of $31,142.33 for these matters alone. Thus, the $6,441.86 trust account balance represented a shortage of almost $25,000. Garibaldi testified that the $25,000 shortage was the result of the $25,000 respondent took from the $190,000 escrow in December 2010.

By April 25, 2011, the trust account balance was $7,277.86. The next day, respondent deposited a $15,000 Cattino Fitness check,

which raised the trust account balance to $22,277.86. As of April 30, 2011, the trust account balance was $21,277.86. According to respondent's register report, however, he should have been holding at least $31,178.33 for the following matters: Gassib ($4,583.33), Amorosi ($6,809), Zizzo ($250), and Michalski ($19,536). Thus, as of April 30, 2011, the trust account shortage amounted to $9,900.47.

On May 2, 2011, respondent issued an $18,500 trust account check to Michalski. On that date, the trust account balance remained at $21,277.86. On May 4, 2011, the bank paid the $18,500 check to Michalski, which reduced the trust account balance to $2,777.86. Thus, Garibaldi testified, if respondent had not made the $15,000 deposit, on April 26, 2011, the $18,500 check to Michalski would have been dishonored.

Respondent claimed that the $15,000 deposit, in April 2011, represented repayment of the $15,000 loan he had taken in December 2010. Respondent had forgotten about the loan until that time and was reminded of it while he was preparing for the Michalski real estate closing, which took place that month. Respondent noticed that his trust account balance was less than the amount he should have been holding for the Michalski transaction. He, therefore, replenished the account.

Respondent speculated that he may not have remembered the $15,000 loan for two reasons. First, he claimed that, when he took

the loan, in December 2010, the firm's staff was reduced to "a skeleton crew," due to the employees' need to exhaust their vacation time by the end of the year. Thus, there were days on which respondent was the only person in the office. As the result of respondent's "running around" and worrying about "getting things done," he was not "doing what I should have done, and that was noting things to my trust account."

Second, respondent claimed that the "screw up" with the encoding error may have contributed to his failure to recall the $15,000 loan. In other words, to the extent that his records would have reflected a shortage, he would have attributed that to the error, as his trust account was otherwise flush.

Garibaldi disputed respondent's suggestion that the encoding error may have confused respondent. According to Garibaldi, the error had no impact on the shortage at the end of March 2011 because the bank had corrected it earlier in the month.

Even after the $15,000 loan was repaid, in April 2011, there remained a shortage. On May 1, 2011, the trust account balance was $21,277.86, representing a $10,000 shortage, which was replenished in September 2012, when respondent made the two $5,000 deposits to cover the $10,000 shortage uncovered by Lakind at the random audit.

As stated above, the ethics complaint alleged that, in addition to the invasion of the $190,000 escrow, respondent invaded other client funds, including those belonging to Gassib, Zizzo,

Zaturski, Sanford, and Michalski, which he used for his benefit, without the authority of all parties. The complaint charged that these invasions constituted knowing misappropriations of those funds.

Respondent's July 1, 2015 answer denied the above allegations. On January 5, 2016, however, just five days before the start of the disciplinary hearing, respondent submitted an amended answer. The amended answer provides:

> Respondent admits the allegations of paragraph I-59. Notwithstanding the foregoing Respondent denies he lacked the authority of Charles, Andrea and Patricia Amorosi to provide two loans to himself of $15,000 and $10,000 as of December 21st and 28th, 2010, respectively. Andrea and Patricia Amorosi gave Charles Amorosi the general authority to handle all matters realted [sic] to the property transaction; and this included providing the loans to the Respondent. Further, Respondent denies he invaded any funds of Gassib or Sanford because those were legal fees to which he was entitled. He also asserts that his actions were not knowing, but instead that they were inadvertent.
>
> Respondent admits the allegations of paragraph I-60, subject to the following clarifications and exceptions. Respondent admits this to the extent that the term "all clients" refers to Zizzo, Zaturski and Michalski. Respondent also denies that the State of New Jersey had an interest in the funds. Respondent admits that Louis Romei had an interest in the balance of the funds that had not been used to pay for the riparian rights in the amount of $6,809.00 but only when the payment for the riparian rights in the amount of $183,191.00 had been remitted. He also asserts that his actions were not

> knowing, but instead that they were inadvertent.
>
> [AA¶59-AA¶60.]

Respondent explained that he submitted the amended answer, admitting that he did not hold those clients' monies intact and that Wells Fargo and CTA had an interest in the funds, because, by that point, he "saw the cascade effect." Moreover, respondent acknowledged that Zizzo's, Zaturski's, and Michalski's funds did not remain inviolate, as the result of the loans. He also acknowledged that none of them had given him permission to use their monies.

Respondent attempted to show that, between 2010 and 2013, he had maintained earned legal fees in his trust account for Sanford ($2,500), Gassib ($4,583.33), and Zizzo ($250). He claimed that his statement to Lakind – that he did not maintain earned fees in the trust account – was a mistake, not a lie. Respondent attributed his failure to remove the funds from the account to "poor bookkeeping."

Garibaldi testified that respondent did not provide the OAE with any proof that he was entitled to either $4,583.33 in legal fees for Gassib or $250 in legal fees for Zizzo. Although respondent may have been entitled to a fee in Michalski, it was waived and returned to the client.

Respondent admitted that he had not provided the OAE with proof of the $2,500 fee in Sanford, stating that "[t]hey never

asked." Yet, when asked for proof, at the hearing, respondent referred only to the ledger, which noted that a check in the amount of $2,500 had been issued to respondent's attorney business account. He offered no other evidence to support his assertion.

According to respondent, his answers would be the same as to the claimed legal fees in the Gassib matter, including that his only proof of entitlement to the fee was the notation on the ledger card. He asserted: "If I took the money as a legal fee, I was entitled to it at that time as a legal fee."

In the end, respondent acknowledged that, even assuming that he had actually earned the fees he took in the above matters, his trust account was still short in an amount beyond the total fees. In other words, the attorney fees did not account for the entire shortage. Thus, respondent conceded, he still "impacted client funds."

Respondent steadfastly denied that he had knowingly invaded trust funds, noting that between 2010 and 2013, his trust account was never overdrawn. Moreover, as soon as he realized that there had been a $15,000 loan, he replenished the trust account.

CPA Matthew Schwartz offered his expert opinion, on respondent's behalf, "concerning whether or not the banking transactions and other surrounding circumstances respecting the invasion of trust funds by the Respondent suggest that it was inadvertent or intentional." Schwartz, a partner in an accounting,

tax, and advisory services firm, is a certified fraud examiner and a member of the Association of Certified Fraud Examiners (ACFE).

Although Schwartz had never "dealt directly" with the OAE, he had examined attorney trust accounts on a number of occasions since 1981. In some cases, he assisted attorneys with setting up their trust accounts. In others, he assisted attorneys who were having difficulty reconciling their trust accounts. He also had assisted attorneys in advance of, and subsequent to, OAE random audits. Schwartz estimated the number of such occasions as "20 or 30."

Schwartz understood that, in this case, "there's a question of whether [respondent] has inadvertently or willfully misappropriate [sic] assets from his client." According to Schwartz, "[t]he idea of whether someone is acting knowingly or just making a mistake is part of a routine fraud investigation," which, as a certified fraud examiner, he is trained to determine.

One of the methods used by Schwartz in his fraud investigations is "the fraud triangle," which takes into consideration "three components which together lead to fraudulent behavior." Those three components are "[p]erceived unshareable financial need," that is, financial pressure; "perceived opportunity;" and "[r]ationalization." In respect of the first factor, the ACFE states:

> The first leg of the fraud triangle represents pressure. This is what motivates the crime in the first place. The individual has some financial problem that he is unable to solve through legitimate means, so he begins to

> consider committing an illegal act, such as stealing cash or falsifying a financial statement, as a way to solve his problem. The financial problem can be personal (e.g., he's too deep in personal debt) or professional (e.g., his job or business is in jeopardy).
>
> [Ex.R4B.]

In determining someone's motivation to commit fraud by, for example, knowingly misappropriating client funds, an ACFE member such as Schwartz, would consider whether the attorney had other funds available. The availability of other funds "would be an indication to [Schwartz] that [the attorney] would not knowingly take money from the trust account going to a client." He emphasized that this fact was not proof of motivation, but rather an "indicator" of motivation, which is only a factor to be taken into consideration. Schwartz conceded that he cannot "tell . . . what anybody is thinking."

Schwartz testified that the ACFE does not consider greed alone a "normal reason why people take money." Thus, he did not take that into consideration when assessing respondent's motivation. As to sloppy bookkeeping, Schwartz stated that that was neither an indicator of fraud nor a "counter indicator of fraud."

In Schwartz's opinion, respondent "[i]nadvertently" misappropriated the escrow monies. In reaching his conclusion, Schwartz relied on the RPCs, the Court Rules pertaining to attorney trust accounts, New Jersey Attorney Ethics, authored by Kevin

Michels, and In re Gifis, 156 N.J. 323 (1998) and In re Christoffersen, 200 N.J. 2 (2014). He also relied on the OAE's internal memoranda and investigative reports, its random audit questionnaire, the pleadings, and the exhibits, including respondent's trust account register report and the OAE's client ledger card. Schwartz did not analyze either Lakind's or Garibaldi's report or prepare an independent accounting analysis.

In forming his opinion, Schwartz relied, primarily, on respondent's representations regarding various facts, such as his claim that certain trust account funds that belonged to him had remained in the trust account, that the loan documents were legitimate, and that he enjoyed a good reputation within the community.

Schwartz explained how the financial records supported his opinion that respondent's misappropriations were inadvertent. First, when respondent disbursed the $25,000, in December 2010, he did so with Charles's permission. Further, the notes, which reflected December 2010 dates, confirmed that respondent had been authorized to borrow the monies. Schwartz relied on the accuracy of those documents.

Second, Schwartz also noted the $19,500 trust account deposit, in February 2011. His testimony demonstrated, however, that he had misunderstood what had transpired with the error and subsequent correction on the trust account statement balance. Specifically, he

believed that the $19,500 check had been dishonored and was redeposited in March 2011. When the check was redeposited, however, the bank erroneously credited the trust account with only $1,950, which was not corrected until March 2, 2011.

Although respondent would have been made aware of the dishonored check on receipt of February's bank statement, he would not have known about the correction until April, when he would have received the March statement. According to Schwartz, both events – the dishonored check and the erroneous credit entry – would have caused confusion concerning the actual trust account balance between February and April 2011.

Schwartz also acknowledged that the $183,000 check to the State cleared the trust account in March 2011. The check posted on the same date that the encoding error was corrected, which "caused further confusion," making it difficult to reconcile the trust account. He did not offer any further explanation.

Schwartz disputed the OAE's claim that the April 2011 trust account deposit of $15,000 was intended to cover the shortage in the Michalski matter. According to Schwartz, the deposit was in the same amount as the first loan taken in December 2010; it was his "understanding," from respondent, that the purpose of the deposit was to repay the loan. Moreover, $15,000 was not sufficient to cover the $17,500 shortfall in Michalski's funds. Based on these

facts, Schwartz believed that the $15,000 deposit did not relate to the Michalski shortfall.

Schwartz assumed that the dates that appeared on the loan documents were the dates on which they were created. He conceded that, in respect of each loan, respondent had a need for the money because he could not cover the firm's payroll obligations. Nevertheless, he also had Charles's authorization to use it. Schwartz accepted that the loans were "for purposes other than for what would normally be disbursed from a trust account."

Schwartz knew that respondent did not have written proof of permission to use the funds from Patricia, Andrea, Romei, Wells Fargo, or CTA. He simply considered whether respondent had permission to take the money, not that he did "everything right." Schwartz also noted that the $25,000 equaled the amount of the Amorosis' deposit.

Schwartz identified a chart setting forth "Money that Mr. Catania Could Have Taken but Did Not." The chart was prepared by respondent's counsel's office, based on Schwartz's discussions with respondent's counsel and on information that respondent provided, which respondent represented to be accurate. Schwartz did not independently consider whether respondent was telling the truth. Rather, he accepted that the chart was accurate and used it "as an assumption for [his] conclusion."

According to the chart, $8,758.33 in trust account funds belonged to respondent. Of this amount, $2,500 represented the Sanford fee and $4,583.33 represented the Gassib fee.

When asked whether respondent actually was entitled to the $8,758.33 figure, Schwartz testified:

> My conclusion is that I'm not entirely in agreement that it matters whether or not he was actually owed the money. The point of my conclusion is that he believed he was owed the money and therefore that would be one factor to consider in whether or not he intentionally misappropriated funds.
>
> [6T170-15 to 20.][4]

In other words, respondent's belief that trust account funds were available to him "would not be consistent with someone who is intentionally misappropriating funds," just one factor in assessing whether respondent had engaged in fraud.

Schwartz constructed a chart in which he compared In re Christoffersen, supra, 200 N.J. 2, case to the case against respondent. Schwartz detailed some of the similarities between Christoffersen and this matter. For example, both attorneys withdrew funds from their trust accounts at a time when they were distracted due to impending vacations. Further, respondent replenished the $15,000 "within a few months," and the $10,000 within a month and a half of realizing it had been taken, whereas

[4] "6T" refers to the hearing transcript, dated March 7, 2016.

Christoffersen was going to wait until some pending personal injury cases had settled. Moreover, like respondent, Christoffersen took monies belonging to a client based on a "colorable claim" that they were earned legal fees.

Schwartz did not consider whether there was a dissimilarity between the two matters. For example, because there was no mention of greed in the Christoffersen decision, Schwartz did not consider whether greed was a factor in respondent's case.

Schwartz did not conduct an independent investigation to determine whether respondent, in fact, was entitled to any funds. Rather, he relied on respondent's representation that he was distracted when he took the funds, that he had forgotten about the $10,000, and that once he remembered the loan, he repaid the loan by depositing $10,000 in the trust account.

The chart also reflected mitigating factors. For example, respondent's character bore on the inadvertence of his misappropriation. In this regard, Schwartz relied on respondent's statements about his good reputation within the community.

Schwartz acknowledged that no document demonstrated that respondent had informed CTA that he had removed funds from the $190,000 escrow.

Both Lakind and Garibaldi rejected counsel's suggestion that respondent's use of the escrow funds could have been the result of sloppy bookkeeping. According to Lakind, respondent reconciled the

outstanding checks "every single month on Quicken." Garibaldi testified that, for each client matter, respondent knew what the balance was and what the balance should have been.

Moreover, according to Lakind, the small number of deficiencies uncovered during the random audit demonstrated that respondent's bookkeeping practices were "pretty good." Indeed, the trust account, as a whole, never had a negative balance.

In respondent's answer to the ethics complaint, he listed a number of mitigating factors. Specifically, he claimed that Charles had authorized the loans; that Charles had the "absolute right" to authorize the loans because the sellers, the State, and CTA had no interest in the funds; that respondent had "every intention" of replacing the funds but failed to do so because he had forgotten about them; that the shortages were the "product of unintentional human error," due to a lack of safeguards to prevent respondent from forgetting about the loans; and that respondent had since "increased the controls on his bookkeeping procedures and has instituted new office procedures that call for adequate coverage by office staff."

During his testimony, respondent agreed that the $190,000 did not remain intact prior to the release of the $6,809 balance to Butensky. He further acknowledged that, as of the date of the hearing he would have acted differently, because he realized that "there were some other parties that had an interest in that money."

Finally, he recognized that the OAE's position is correct – that he was required to get permission from every party involved in the transaction.

Respondent offered the testimony of several character witnesses. Andrea described him as "a wonderful person," who is a good lawyer. Charles described respondent as "an honest genuine guy who everybody knows and likes." Indeed, he thinks so highly of respondent that he has entrusted respondent with "all" of his family's legal dealings. According to Charles, when respondent asks him to sign something, he does so without even reviewing it.

Danielle Michalski, the daughter of respondent's office manager, testified that respondent represented her in the sale of her Bayonne house and the purchase of a house in North Haledon. He did not charge her for his services in either matter. Indeed, he forfeited to her the $1,000 due to him for the Bayonne closing because Michalski was having financial difficulties, and he wanted to help her out.

Michalski described respondent as "[a] very nice man," who is kind and generous. She also opined the he is "a very good lawyer." Michalski admitted that she had no idea why ethics allegations had been brought against respondent and "what he may or may not have done about his trust account."

Attorney Michael DeMarco, who represented Mark Romei in the will contest with Louis, testified that he had known respondent

"probably" his entire life, through their fathers who were joint owners of a property. Although DeMarco and respondent were friendly, they did not socialize.

DeMarco, who has the "utmost respect and admiration" for respondent, agreed to be a character witness "without any reservations." He described respondent as "a good person and . . . a good lawyer," a diligent attorney, and a fair prosecutor.

DeMarco declared that he had "nothing . . . but a positive attitude towards Frank in his professional capacity" and that he had "never heard anything negative said about Frank as an attorney."

Like Michalski, DeMarco did not know the nature of the ethics charges filed against respondent. DeMarco had not read the ethics complaint, and respondent had not discussed the ethics charges with him. Rather, respondent simply asked DeMarco to be a character witness.

Anthony Giaquinto, a former South Hackensack police officer and restaurant worker, who met respondent at Gold's Gym, testified that he was respondent's friend and client. Before he and respondent formally met, Giaquinto had observed that respondent treated other people well at the gym; that he was "always there for them," by helping them with their work outs; and that he waived monthly fees when members were not able to pay, telling them "don't

worry about it, you know, I know times are tough." Giaquinto offered: "That's why I respect him."

Respondent had represented Giaquinto in a number of small matters, including a case against Harrah's Casino for the return of an overpaid marker. Respondent recovered $1,400, but did not take a fee because he knew that Giaquinto was "struggling a little bit."

According to Giaquinto, when it comes to practicing law, respondent has "always been a professional." Giaquinto had never known respondent to have stolen money from anyone or to be dishonest.

Attorney Joseph T. Afflitto, Jr., testified that his father and respondent's father were friends, that he had known respondent since childhood, that they had attended law school together, and that their daughters went to the same college. Afflitto and respondent had represented "opposite sides" in some real estate closings. They referred cases to each other, and Afflitto had represented some of respondent's family members on occasion.

Afflitto described respondent as a loyal, honorable, straightforward "go-to guy," who would "get whatever I asked him to do done right away and the right way." As for respondent's character, Afflitto testified that he was a "good lawyer" whose reputation is that of a dependable and honorable man who is "good to his word." Afflitto had never known respondent to steal or be dishonest.

Although Afflitto had not read the ethics complaint, he believed that the charges against respondent had something to do with his borrowing money from a friend in order to pay a debt. Yet, the only conversation that Afflitto and respondent had had about the ethics case was respondent's request that Afflitto testify as a character witness, which Afflitto was "delighted" to do.

* * *

The special master concluded that respondent knowingly misappropriated the $25,000 that he took from the $191,000 escrow and that, as a consequence, he also invaded funds belonging to Gassib, Zizzo, and Michalski. In so finding, she noted that respondent admitted that he had not received permission to use the $25,000 from Romei, Wells Fargo, CTA, the State, Gassib, Zizzo, Zaturski, Sanford, or Michalski. In respect of the Amorosis, the special master pointed out that Patricia had "absolutely no knowledge of any removal," that Andrea's testimony on the issue "made no sense," and that Charles's testimony was "not credible."

The special master also detailed respondent's cover-up by way of the two "notes" documenting the loans and characterized the testimony on this issue as contradictory and not credible. Accordingly, she found that respondent had failed to establish "that a loan document was written evidencing any agreement by the Amorosis' [sic] or that one even existed memorializing an agreement to lend him money." Moreover, the special master noted, even

assuming that the notes were valid, respondent did not have authority to use the monies from the other parties who had an interest in the escrow funds, that is, Patricia, Andrea, Wells Fargo, CTA, the State, and Romei.

Independent of the merits of the OAE's case, respondent asserts that he suffered prejudice due to the special master's "obvious bias that was repeatedly reflected both by what was on the record and what was omitted (such as, most notably, consideration of In re Christoffersen)." Respondent provided several examples of the special master's bias, based on the record.

One example was the special master's refusal to permit defense counsel to refer to the $10,000 and $15,000 disbursements as "loans" during his counsel's cross-examination of Lakind. Another was her failure to consider the applicability of In re Christoffersen, supra, 200 N.J. 2, which we address below.

* * *

Following a de novo review of the record, we are satisfied that the special master's finding that respondent's conduct was unethical is fully supported by clear and convincing evidence.

The record contains clear and convincing evidence that respondent knowingly misappropriated $25,000 of the $190,000 escrow monies, which were set aside for the payment of the riparian grant. He also knowingly misappropriated an additional $19,500 in escrow funds, representing the buyers' deposit in the Michalski real

estate transaction, as well as $11,642.33 in other client funds (Amorosi, Gassib, and Zizzo).

In Wilson, supra, 81 N.J. 451, the Court described knowing misappropriation as follows:

> Unless the context indicates otherwise, "misappropriation" as used in this opinion means any unauthorized use by the lawyer of clients' funds entrusted to him, including not only stealing, but also unauthorized temporary use for the lawyer's own purpose, whether or not he derives any personal gain or benefit therefrom.

Six years later, the Court elaborated:

> The misappropriation that will trigger automatic disbarment under *In re Wilson*, 81 *N.J.* 451 (1979), disbarment that is "almost invariable," *id.* at 453, consists simply of a lawyer taking a client's money entrusted to him, knowing that it is the client's money and knowing that the client has not authorized the taking. It makes no difference whether the money is used for a good purpose or a bad purpose, for the benefit of the lawyer or for the benefit of others, or whether the lawyer intended to return the money when he took it, or whether in fact he ultimately did reimburse the client; nor does it matter that the pressures on the lawyer to take the money were great or minimal. The essence of Wilson is that the relative moral quality of the act, measured by these many circumstances that may surround both it and the attorney's state of mind, is irrelevant; it is the mere act of taking your client's money knowing that you have no authority to do so that requires disbarment. To the extent that the language of the DRB or the District Ethics Committee suggests that some kind of intent to defraud or something else is required, that is not so. To the extent that it suggests that these varied circumstances might be sufficiently

> mitigating to warrant a sanction less than disbarment where knowing misappropriation is involved, that is not so either. The presence of "good character and fitness," the absence of "dishonesty, venality, or immorality" – all are irrelevant. While this Court indicated that disbarment for knowing misappropriation shall be "almost invariable," the fact is that since Wilson, it has been invariable.
>
> [In re Noonan, 102 N.J. 157, 159-60 (1986).]

Thus, to establish knowing misappropriation, there must be clear and convincing evidence that the attorney took client funds, knowing that the client had not authorized him or her to do so, and used them. This same principle applies to escrow funds that an attorney is to hold inviolate. Hollendonner, supra, 102 N.J. at 28-29 (noting that "[t]he parallel between escrow funds and client trust funds is obvious" and decreeing that, in the future, attorneys who knowingly misuse escrow funds would face the disbarment rule of Wilson.

In Hollendonner, the attorney represented his Elks lodge in negotiations for the sale of a piece of lodge property. Hollendonner, supra, 102 N.J. at 22. Hollendonner became the escrow agent of the potential buyer's $2,000 deposit, which was not to be released until the agreement of sale had been completed. Ibid.

Hollendonner, who wanted to buy a car but did not have sufficient funds, proposed to the lodge officers that he take the deposit money as his fee. Ibid. The officers agreed. Ibid. Although Hollendonner knew that escrow monies could not be used without both

parties' consent, "he believed that this money might be used because it was nonrefundable." Ibid. Hollendonner then applied $1,600 to the purchase of a car and the remaining $400 to his personal expenses. Id. at 22-23.

At or about the time that Hollendonner had withdrawn the escrow monies, the municipality where the property was located removed it from tax-exempt status and assessed $5,000 in real estate taxes. Id. at 23. Hollendonner was unsuccessful in his attempts to have the municipality waive the taxes. Ibid. According to Hollendonner, he would not have taken the $2,000 deposit if he had known that the municipality would not waive the taxes. Ibid. Because the lodge had to pay the lien before the property could be sold, Hollendonner returned the $2,000 "fee" and absorbed the loss. Ibid.

The district ethics committee found that Hollendonner had violated the Wilson rule, among others. Id. at 25. We disagreed that Wilson controlled, inasmuch as the attorney had the client's permission to take the funds. Id. at 26. Nevertheless, we found that Hollendonner's actions were improper because, as an escrow holder, he was the agent for both parties to the transaction. Ibid. Thus, Hollendonner owed a fiduciary duty to his client (the seller) and the buyer, who remained the owner of the $2,000 until the sale took place. Id. at 27. In short, "[a]n escrowee cannot use [escrowed] funds without permission of both parties." Ibid. The Court agreed with our analysis. Id. at 28.

In this case, the purpose of the $190,000 escrow was to pay for the riparian grant. In the absence of the grant, the estate could not provide the Amorosis with clear title to the Toms River party. Thus, the parties interested in the $190,000 were Wells Fargo, who lent its money to the Amorosis for the purpose of paying for the grant; all three Amorosis, who had borrowed the monies; the estate, which could not sell the property in the absence of the grant; and CTA, which had permitted the sale to go forward upon the establishment of an escrow to obtain the riparian grant when it was finalized. Yet, respondent took $25,000 of the escrow monies without the permission of any of these parties, save Charles.

Respondent admitted that, in December 2010, he used $25,000 of the $190,000 escrow monies both to cover Cattino Fitness's payroll and to pay Greenbaum, Rowe's legal fees, and that neither was related to the Amorosi/Romei real estate transaction. Respondent also admitted that he took the funds without the authorization of any interested party, other than Charles. Respondent's unauthorized invasion of the $190,000 constituted the knowing misappropriation of escrow funds, in violation of Hollendonner.

Respondent's invasion of the $190,000 escrow, in December 2010, caused him to invade client funds, on March 2, 2011, when he obtained a $183,191 official check with trust account monies in order to pay for the riparian grant. At the time, the trust account held only $165,000 of the $190,000 in escrow funds, as respondent

had not yet replenished the $25,000 that he had removed in December 2010. Thus, the $18,191 difference between the amount of the official check and the amount of funds remaining in the trust account constituted funds belonging to other clients.

Respondent's defenses fail. It is of no consequence that, when he took the monies, in December 2010, he did not know that he was required to obtain authorization from all interested parties. See In re Gifis, 156 N.J. 323 (1998) (attorney who, in a residential real estate matter, took the buyers' deposit prior to the closing of the transactions, without the sellers' consent, was disbarred, despite his claimed erroneous belief that their consent was not required and his ignorance of the Hollendonner decision; the attorney also knowingly misappropriated escrow funds in two other matters), and In re Eisenberg, 75 N.J. 454 (1978) (observing that ignorance of the law does not exonerate an attorney from responsibility for knowing misuse of escrow funds).

Respondent's claim that the $183,191 payment did not invade other client funds because the trust account contained a sufficient amount of earned fees is not supported by the evidence. As Garibaldi pointed out, respondent could not prove that the funds represented his fees. Further, respondent himself admitted that, even if every penny were assumed to be a fee, the total was insufficient to cover the $25,000 shortage.

Respondent's reliance on In re Christoffersen, supra, 200 N.J. 2, is misplaced. In Christoffersen, the attorney was charged with a number of ethics infractions, including two counts of knowing misappropriation of client funds. He received a reprimand for commingling, failure to segregate disputed funds, recordkeeping violations, and negligent misappropriation of client funds. In the Matter of David G. Christoffersen, DRB 13-384 (June 5, 2014) (slip op. at 39).

Christoffersen, however, is inapposite. In that case, the first knowing misappropriation charge was dismissed because, even though the attorney had issued a trust account check against funds belonging to clients in other matters, the OAE had failed to establish anything more than a shortage. In other words, the OAE never proved "what and whose client or escrow funds were invaded . . . or even the amount in the trust account at the time." Id. at 34-35. Such is not the case here. The proofs were clear, and respondent even admitted the accuracy.

The second knowing misappropriation charge was dismissed in Christoffersen because he had attempted to return $10,000 of the clients' retainer, in settlement of a dispute, but they refused to cash the check; he had documented considerably more than that amount in legal services for which he had not been paid; and the monies had remained in the trust account, unclaimed, for more than five years. Id. at 31-32.

In this case, respondent admitted that he took $25,000 from the $190,000 escrow, without the consent of all parties who held an interest in the funds. This is a per se violation of Hollendonner. Further, the undisputed evidence established that, because the trust account held only $165,000, in March 2011, when he obtained a $183,191 check, the difference was funded by monies belonging to other clients, without their permission.

In addition, respondent was unable to demonstrate any colorable claim of entitlement to the funds belonging to Gassib, Zizzo, and the other clients. Moreover, he conceded that the total "fees" were not enough to cover the shortage.

In our view, Schwartz's opinion on the issue of respondent's "motivation" was unhelpful. His assumptions were based on respondent's representations and involved no independent analysis on his part. Indeed, his unconditional reliance on information provided solely by respondent was misplaced and led to his misunderstanding of some basic facts. For example, had Schwartz examined the bank statements against respondent's register report, he would have realized that the $19,500 check in the Michalski matter was not dishonored, but, rather, was credited by the bank in an incorrect amount. Moreover, respondent used escrow funds without authority from all parties who had an interest in the monies. It does not matter why he took the monies. The relevant fact simply is that he took them without permission.

In addition, respondent's claim of bias on the part of the special master, even if true, is of no consequence because the facts, as admitted by respondent, clearly and convincingly demonstrate that he knowingly misappropriated client and escrow funds. In our view, the evidence of knowing misappropriation was so overwhelming that it could not be tainted.

Finally, respondent offers several mitigating factors that, he claims, should militate against disbarment. Yet, Noonan mandates disbarment of attorneys who knowingly misappropriate trust funds, either for their own benefit or for the benefit of another, for a good purpose or for a bad purpose, with or without the intent to defraud, and with or without the intent to make restitution. Accordingly, no amount of mitigation will save respondent's name from being stricken from the roll of attorneys in this State. In re Noonan, supra, 102 N.J. at 160.

Thus, respondent must be disbarred for knowingly misappropriating client and escrow funds.

Member Gallipoli did not participate.

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

Disciplinary Review Board
Bonnie C. Frost, Chair

By: 
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Frank Catania, Jr.
Docket No. DRB 17-056

Argued: April 20, 2017

Decided: August 21, 2017

Disposition: Disbar

Members	Disbar	Disqualified	Did not participate
Frost	X		
Baugh	X		
Boyer	X		
Clark	X		
Gallipoli			X
Hoberman	X		
Rivera	X		
Singer	X		
Zmirich	X		
Total:	8		1

Ellen A. Brodsky
Chief Counsel