Supreme Court of New Jersey
Disciplinary Review Board
Docket No. DRB 18-356
District Docket No. XIV-2016-0493E

In the Matter of	
Barry N. Frank	
An Attorney At Law	

Decision

Decided: June 19, 2019

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

This matter was before us on a certification of the record filed by the Office of Attorney Ethics (OAE), pursuant to R. 1:20-4(f). The complaint charged respondent with violating RPC 1.3 (lack of diligence); RPC 1.4(a) (failure to inform a prospective client of how, when and where the client may communicate with the lawyer); RPC 1.4(b) (failure to keep the client adequately informed of the status of a matter); RPC 1.4(c) (failure to explain a matter to the extent reasonably necessary to permit the client to make informed decisions

regarding the representation); RPC 1.5(a) (unreasonable fee); RPC 1.15(a) (failure to safeguard funds); RPC 1.16(a)(1) (failure to withdraw from the representation if the representation will result in violation of the Rules of Professional Conduct or other law); RPC 5.5(a)(1) (unauthorized practice of law); RPC 8.1(b) (failure to cooperate with disciplinary authorities); RPC 8.4(b) (committing a criminal act that reflects adversely on a lawyer's honesty, trustworthiness or fitness as a lawyer); and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation).

For the reasons set forth below, we recommend respondent's disbarment.

Respondent was admitted to the New Jersey bar in 1977, to the New York bar in 1982, and to the District of Columbia bar in 1983.

Respondent has a lengthy ethics history. On September 16, 2014, he was temporarily suspended for failure to cooperate with the OAE in a prior investigation. In re Frank, 219 N.J. 250 (2014).

On November 2, 2016, respondent defaulted and the Court censured him for failing to cooperate with disciplinary authorities during the investigation of five ethics grievances. Further, in its order, the Court, again, temporarily suspended respondent pending his cooperation with the investigations related to

those matters and his compliance with the Court's 2014 Order for temporary suspension. In re Frank, 227 N.J. 57 (2016). He remains suspended to date.

On November 3, 2016, the Court temporarily suspended respondent for his failure to comply with a fee arbitration determination. Respondent failed to appear before us on that matter. The Court noted that respondent's prior suspension orders remained in effect. In re Frank, 227 N.J. 190 (2016).

On March 22, 2018, in another default matter, the Court suspended respondent for one year for his violations of RPC 1.1(a) (gross neglect); RPC 1.5(b) (failure to memorialize the rate or basis of the fee); RPC 1.15(d) (recordkeeping violations); RPC 5.3(b) (failure to supervise nonlawyer assistants); RPC 5.4(b) (forming a partnership with a nonlawyer involving the practice of law); RPC 5.5(a)(2) (assisting a person who is not a member of the bar in the unauthorized practice of law); RPC 7.1(a)(2) (making a false or misleading communication about the lawyer or the lawyer's services); RPC 7.5(a) and (c) (using letterhead that is misleading and contains the name of a person who is not actively associated with the firm as an attorney); RPC 8.1(b); and RPC 8.4(a) (assisting another to violate the Rules of Professional Conduct). The Court ordered that, prior to reinstatement, respondent submit to the OAE

proof of his fitness to practice law, as attested to by a mental health professional approved by the OAE. In re Frank, 232 N.J. 325 (2018).

Service of process was proper in this matter. On July 30, 2018, the OAE sent a copy of the complaint to respondent at his home address by certified and regular mail. The regular mail was not returned. The certified mail card was returned without a signature.

On September 20, 2018, the OAE sent a second letter to respondent by certified and regular mail, stating that, if he failed to file a verified answer to the complaint within five days of the date of the letter, the allegations of the complaint would be deemed admitted, the entire record would be certified directly to us for the imposition of discipline, and the complaint would be deemed amended to include a violation of RPC 8.1(b). The regular mail was not returned. The United States Postal Service website indicates that a notice was left on September 24, 2018, but the certified mail return receipt has not been returned.

As of October 15, 2018, respondent had not filed an answer to the complaint, and the time within which he was required to do so had expired. Accordingly, the OAE certified this matter to the Board as a default.

We now turn to the allegations of the complaint.

On September 13, 2006, Gladys Guanga, grievant, signed a "Pick-a-Payment" mortgage note with World Savings Bank, FSB, for $300,000, to refinance a property she owned in Guttenberg, New Jersey. On October 19, 2006, the mortgage was recorded in Hudson County.

In August 2007, Guanga was a member of a class action lawsuit filed against multiple defendants, including Wachovia Mortgage, FSB (Wachovia) (formerly World Savings Bank) and Wells Fargo Bank, N.A. (Wells Fargo) alleging, in part, that the lending institutions engaged in deceptive trade practices and violated consumer protection laws. On November 1, 2009, Wells Fargo acquired Wachovia. On July 15, 2010, while the class action suit was pending, Guanga defaulted on her mortgage. On September 13, 2010, she received from Wahovia a notice of intent to foreclose. In November 2010, Guanga retained respondent to assist her in obtaining a loan modification. Respondent's retainer for the loan modification was $12,789. Thereafter, respondent directed Guanga to stop making mortgage payments.

On December 10, 2010, a settlement was reached in the class action lawsuit. The settlement agreement provided the sole remedy of settlement for the class members against Wells Fargo. Guanga did not exercise her right under the agreement to "opt out."

In accordance with the settlement agreement, Guanga received a $178.04 settlement check. As of December 5, 2012, the settlement check had not been cashed. The settlement agreement also required Wells Fargo to make loan modifications available to certain class action litigation members, including Guanga.

On June 6, 2012, respondent and Guanga executed a "Superseding Retainer Agreement and Letter of Engagement for Legal Services." That agreement changed respondent's scope of representation to include the loan modification, but also to defend the foreclosure action for a total fee of $12,789.

On August 27, 2012, Wells Fargo filed a foreclosure complaint against Guanga in the Superior Court of New Jersey. Respondent filed an answer and counterclaim on November 27, 2012, alleging that the bank had engaged in predatory lending and fraud. In response, Wells Fargo produced evidence that Guanga had accepted the terms of the settlement agreement and, had failed to "opt out." Therefore, Wells Fargo requested that respondent withdraw the answer. Presumably, respondent failed to withdraw the answer and counterclaim. Hence, Wells Fargo filed a Notice of Motion to Enforce Settlement and Strike Defendant's Answer, Affirmative Defenses, and Counterclaims. The Court granted that motion on September 13, 2013, and, on

October 15, 2013, granted Wells Fargo's motion for the entry of default against Guanga in the foreclosure action.

On February 21, 2014, Guanga and respondent entered into a new retainer agreement "in connection with the attempt to appeal and enforce the Federal Pick A Payment Order against Wachovia N.A." That agreement provided that the "cost of her motion will be $4,000" and set forth additional fees, including $350 for "each additional appearance in court" along with a handwritten note setting forth "additional fees" for any "additional motion."

On March 12, 2014, the court entered final judgment against Guanga, and ordered that the mortgaged premises be sold to "raise and satisfy in the first place unto plaintiff [Wells Fargo] in the sum of $425,099.57." Further, the county clerk filed a writ of execution, directing the sheriff to effectuate a foreclosure sale of Guanga's property to satisfy the outstanding mortgage and associated costs. Respondent failed to notify Guanga of the writ of execution and final judgment.

Despite respondent's multiple suspensions starting in September 2014, he continued to actively represent Guanga. In May 2015, after Guanga learned from her son that her home was listed for a sheriff's sale, she met with respondent to inquire about the status of her loan modification. Respondent told Guanga "not

to worry" and that she would "not lose her house." He also told her to apply for an extension on the foreclosure proceedings; however, respondent did not seek an extension on her behalf. Respondent also failed to inform Guanga that he was temporarily suspended.

Respondent then sent Guanga to William J. Munier, Esq., to handle her foreclosure case. Munier requested an additional $3,000 to represent Guanga. In May 2015, Guanga's loan modification request was denied.

On July 20, 2015, after learning that respondent was temporarily suspended, Guanga filed a pro se Notice of Motion to Stay Sheriff's Sale. Guanga asserted to the court that she had paid respondent $10,000, between June 2011 and May 2015, to handle the foreclosure and the loan modification, and that all she got was the "run around," that respondent deceived her, and that he overcharged her for services he never rendered. That same day, the court denied her motion.

On July 27, 2015, despite Guanga's pro se motion, Munier, as "attorney for Guanga," filed a motion for an Order to Show Cause Staying the Sale of the Subject Property and Dismissing the Case. The court, however, rejected his motion, stamping it "RECEIVED BUT NOT FILED! Not attorney of record." Three days later, on July 30, 2015, respondent asked Guanga for an additional

$2,500 to proceed with the case, and directed her to give the money to Andres D. Garcia, Certified Forensic Loan Auditor at The Law Firm of Jeffrey Galperin, Esq., in Fort Lee, New Jersey. It does not appear that Guanga made this payment.

Finally, on April 25, 2016, the county clerk filed a writ of execution and commanded the sheriff to execute a sale of Guanga's property.

According to the complaint, respondent failed to keep Guanga regularly informed about the status of the foreclosure litigation or his attempts, if any, to obtain a loan modification. He failed to perfect a loan modification on her behalf. The OAE determined that respondent charged Guanga an exorbitant fee ($12,789) and that she paid respondent, or other persons at his direction,[1] $10,200 over the course of the representation in which Guanga's loan was not modified and she had to leave her home. For this misconduct, the complaint, in count one, charged respondent with violating RPC 1.3, RPC 1.4(a), RPC 1.4(b), RPC 1.5(a), RPC 1.16(a)(1), RPC 5.5(a)(1), and RPC 8.4(c). Respondent also

[1] Although several checks were made payable to respondent and it is unclear whether Guanga paid Munier, on February 20, 2012, a check for $600, was written to "888 CASA," and was negotiated by Edward Waters. The record is not clear what relationship respondent had with Waters and whether Waters was an attorney. Although this arrangement concerns us, no RPC violations were charged and, thus, we do not address this payment in detail.

was charged with violating RPC 1.4(c), for failing to tell Guanga he was suspended.

The complaint alleged that respondent's representation of Guanga implicated the Mortgage Assistance Relief Services rule (MARS), which prohibits mortgage relief companies from collecting any fees until they have provided consumers with a written offer from their lender, along with a written document from the lender describing the changes to the mortgage that would result if the consumer accepts the offer, and the consumer decides the offer is acceptable. Under the MARS Rule, the client, upon receipt of the offer, can reject the offer and is under no obligation to pay the mortgage relief company. 16 C.F.R. § 322.5.

MARS Section 322.7 specifically exempts attorneys from the advanced fee rule if they are engaged in the private practice of law; are licensed in the state where the consumer or the dwelling is located; are in compliance with state laws and regulations governing attorney conduct related to the rule; and deposit funds, in a client trust account, received from the consumer prior to performing legal services, and comply with all state laws and regulations, including licensing regulations, applicable to client trust accounts. The complaint stated that respondent is not exempt from, and is subject to, the Federal Trade

Commission's (FTC) regulations regarding MARS and that he failed to deposit, in a client trust account, funds received from Guanga prior to providing her with a written offer she found acceptable. Rather, he deposited funds into his business account. For this, he was charged with violating RPC 1.15(a), RPC 8.4(b), and RPC 8.4(c).

Count two of the complaint charged respondent with violating RPC 8.1(b) for his failure to cooperate with the OAE's investigation. Specifically, on July 21, 2016, Guanga filed the ethics grievance with the District IV Ethics Committee. On August 22, 2016, the OAE wrote to respondent, requesting that he reply to the allegations, in writing, by September 9, 2016. The return receipt was returned, but unsigned and undated. Respondent failed to reply.

On September 13, 2016, the OAE called respondent at his New York office and left a message with his secretary. Later in the afternoon on that same day, the OAE attempted a second call to respondent, at his New York office, but was told that he had not worked in that office since April 2016.

On December 5, 2016, the OAE wrote to respondent, scheduling a demand audit at the OAE's office on December 21, 2016, and informing him that, if he failed to cooperate, he would be subject to a complaint charging him with a violation of RPC 8.1(b). On December 8, 2016, the return receipt was returned

unsigned and undated. Respondent failed to appear for the demand audit on December 21, 2016.

Although it is unclear where the OAE reached him, on December 21, 2016, the OAE called respondent to inquire why he had not appeared for the demand audit. Respondent informed the OAE that, because he was sick and depressed, he could not attend the demand audit. By letter dated January 5, 2017, the OAE rescheduled the demand audit for January 25, 2017, at the OAE's office, and reminded respondent that, if he failed to cooperate, he would be subject to a complaint charging him with a violation of RPC 8.1(b).

On January 9, 2017, respondent called the OAE, asserted that he could not attend the demand audit, but that he would call again the next day to confirm a date that he would be available, during the week of February 13, 2017. Respondent did not call the OAE.

By letter dated January 18, 2017, the OAE scheduled respondent's demand audit for February 15, 2017; demanded that he provide a written reply to the grievance, on or before February 8, 2017; and again advised him that, if he failed to cooperate he would be subject to a complaint charging him with a violation of RPC 8.1(b). On January 23, 2017, the return receipt was returned unsigned and undated. Respondent failed to reply to the grievance.

On February 14, 2017, respondent once again called the OAE, and stated that he was not going to appear for the demand audit scheduled for the next day, because he was forced to vacate his apartment. On February 15, 2017, the OAE wrote to respondent granting an adjournment of the demand audit and scheduling it, for a fourth time, for February 23, 2017. The February 15, 2017 letter enclosed the grievance and directed respondent to bring to the audit a written response to the grievance; informed him that there would be no further adjournments; and reminded respondent that, if he failed to cooperate, he would be subject to a complaint charging him with a violation of RPC 8.1(b).

On February 23, 2017, respondent picked up the OAE's United Parcel Service overnight package, dated February 15, 2017. Also on February 23, 2017, respondent left a message for the OAE that he would not appear for the scheduled demand audit. Later that day, respondent, again, called the OAE, and explained that he had not attended the demand audit because he had injured his foot while moving furniture.

As of the date of the complaint, respondent had not provided a written reply to the grievance.

Following a review of the record, we find that the facts recited in the complaint support some, but not all, of the charges of unethical conduct.

Respondent's failure to file an answer to the complaint is deemed an admission that the allegations are true and that they provide a sufficient basis for the imposition of discipline. R. 1:20-4(f)(1). Notwithstanding that Rule, each charge must be supported by sufficient facts for us to determine that unethical conduct has occurred.

Guanga retained respondent in November 2010. On July 27, 2015, the court rejected a motion to stay the sale of her property and essentially ended her odyssey of trying to save her home. For almost five years, respondent neglected Guanga's matter and lacked any requisite level of diligence to move the matter forward, to accomplish even relatively small tasks, or to provide her any guidance. Respondent directed Guanga to stop making mortgage payments, and failed to recognize the impact of a class action settlement, resulting in a motion to enforce the settlement and to strike the answer he had filed to the foreclosure action – a motion it appears respondent defaulted on – and the entry of a final judgment against Guanga. Meanwhile, respondent continued to bill Guanga for his services that were intended to secure a mortgage modification, and told her, after the writ of execution had been filed on her home, "not to worry" and that she would "not lose her house." To say respondent lacked diligence is generous. His misconduct in this regard violated RPC 1.3.

During his representation of Guanga, respondent failed to keep her regularly informed about the status of the foreclosure litigation or his attempts, if any, of obtaining a loan modification. Respondent failed to notify Guanga of the writ of execution, and eventually, failed to inform her that he had been temporarily suspended, a violation of RPC 1.4(b).

The complaint states that respondent failed to fully inform Guanga of how, when and where she should communicate with him, resulting in her persistent difficulty contacting him. RPC 1.4(a), however, applies to prospective clients. Here, Guanga was an actual, not a prospective, client. Thus, RPC 1.4(b), as discussed above, is the applicable RPC, not RPC 1.4(a). We determine to dismiss the RPC 1.4(a) charge as inapplicable.

Further, respondent's failure to inform Guanga that he had been temporarily suspended prevented her from being able to make an informed decision about retaining the services of another attorney, a violation of RPC 1.4(c).

Respondent's representation included the pursuit of a mortgage modification. Section 322.5 of the MARS Rule prohibits the collection of advance fees for mortgage modification services but MARS specifically exempts attorneys from the advanced fee rule if they satisfy certain

requirements. Respondent is not exempt under § 322.5, and he failed to deposit the fees he collected from Guanga into his trust account prior to providing her with a written offer. The collection of these advance fees violates RPC 1.5(a), RPC 1.15(a), and RPC 8.4(c).

Further, New Jersey's debt adjuster statute, N.J.S.A. 17:16G-1(c)(2), states: "[t]he following persons shall not be deemed debt adjusters: (a) an attorney-at-law of the State who is **not** principally engaged as a debt adjuster..." (emphasis added). A debt adjuster is a person who acts or offers to act for consideration as an intermediary between a debtor and his creditors for the purposes of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor. The New Jersey debt adjuster statute requires a license to conduct mortgage modifications. Acting without a debt adjuster license in New Jersey is a fourth-degree crime, in violation of N.J.S.A. 2C:21-19 (C¶28).

Respondent may have been exempt from the New Jersey debt adjuster statute if he was not principally engaged as a debt adjuster. Nothing in the record indicates how much of respondent's practice is dedicated to this type of work. Nonetheless, respondent is not exempt from the statute because he was not licensed to practice law at the time he was representing Guanga. Hence, by

failing to qualify for an exemption and acting without a debt adjuster license, respondent committed a fourth-degree crime, in violation of RPC 8.4(b).

Although respondent was temporarily suspended, on September 16, 2014, he still met with, and represented, Guanga until as late as May 2015. He never informed her of his temporary suspension. It was not until July 2015 that Guanga learned of respondent's temporary suspension, presumably from a source other than respondent. Further, respondent failed to withdraw from his representation of Guanga after he was temporarily suspended from the practice of law, in violation of RPC 1.16(a)(1). Additionally, by continuing to practice law after the Court's September 16, 2014 Order, respondent engaged in the unauthorized practice of law, a violation of RPC 5.5(a)(1). His failure to inform Guanga of his temporary suspension, the writ of execution, and final judgment entered against her, constituted misrepresentations by silence, in violation of RPC 8.4(c).

Finally, despite multiple opportunities to do so, respondent failed to cooperate with the OAE's investigation into Guanga's ethics grievance against him. He repeatedly asked for and received extensions for the date of his audit and interview, but ignored repeated requests for a written reply to the grievance. Respondent's misconduct in this regard, violated RPC 8.1(b).

In sum, we find that respondent violated RPC 1.3, RPC 1.4(b), RPC 1.4(c), RPC 1.5(a), RPC 1.15(a), RPC 1.16(a)(1), RPC 5.5(a)(1), RPC 8.1(b), RPC 8.4(b), and RPC 8.4(c).

Respondent presents a picture of an attorney who has demonstrated multiple areas of concern that cause us to question whether he should remain a member of the New Jersey bar. We determine that he should not and recommend his disbarment. Often, we are required to enhance an attorney's discipline because of the presence of aggravating factors or the procedural posture of the case. Respondent, however, has exhibited a profusion of these factors and, thus, enhanced discipline rises to the level of disbarment.

First, as to the underlying conduct, the level of discipline for practicing law while suspended ranges from a lengthy suspension to disbarment, depending on the existence of other misconduct, the attorney's disciplinary history, and aggravating or mitigating factors. See, e.g., In re Phillips, 224 N.J. 274 (2016) (one-year suspension for attorney who stipulated that, while suspended, he had secured consent to an adjournment of a matrimonial motion that was to be heard during the term of suspension, and for assisting the client in the matter; extensive prior discipline, including a prior admonition, two censures, and a three-month suspension); In re Brady, 220 N.J. 212 (2015) (one-year retroactive suspension

imposed on attorney who, after a Superior Court judge had restrained him from practicing law, represented two clients in municipal court, and appeared in a municipal court on behalf of a third client, after the Court had temporarily suspended him; the attorney also failed to file the required R. 1:20-20 affidavit following the temporary suspension; significant mitigating factors, including the attorney's diagnosis of a catastrophic illness and other circumstances that led to the dissolution of his marriage, the loss of his business, and the ultimate collapse of his personal life, including becoming homeless, and, in at least one of the instances of his practicing while suspended, his desperate need to provide financial support for himself; prior three-month suspension); In re Wheeler, 140 N.J. 321 (1995) (two-year suspension imposed on attorney who practiced law while serving a temporary suspension for failure to refund a fee to a client; the attorney also made multiple misrepresentations to clients, displayed gross neglect and pattern of neglect, engaged in negligent misappropriation and in a conflict of interest, and failed to cooperate with disciplinary authorities);[2] In re Marra, 183 N.J. 260 (2005) (three-year suspension for attorney found guilty of

[2] In that same Order, the Court imposed a retroactive one-year suspension on the attorney, on a motion for reciprocal discipline, for his retention of unearned retainers, lack of diligence, failure to communicate with clients, and misrepresentations.

practicing law in three matters while suspended; the attorney also filed a false affidavit with the Court stating that he had refrained from practicing law during a prior suspension; the attorney had received a private reprimand, a reprimand, two three-month suspensions, a six-month suspension, and a one-year suspension, also for practicing law while suspended); In re Cubberley, 178 N.J. 101 (2003) (three-year suspension for attorney who solicited and continued to accept fees from a client after he had been suspended, misrepresented to the client that his disciplinary problems would be resolved within one month, failed to notify the client or the courts of his suspension, failed to file the affidavit of compliance required by Rule 1:20-20(a), and failed to reply to the OAE's requests for information; the attorney had an egregious disciplinary history: an admonition, two reprimands, a three-month suspension, and two six-month suspensions); In re Walsh, Jr., 202 N.J. 134 (2010) (attorney disbarred in a default case for practicing law while suspended by attending a case conference and negotiating a consent order on behalf of five clients and making a court appearance on behalf of seven clients; the attorney also was guilty of gross neglect, lack of diligence, failure to communicate with a client, and failure to cooperate with disciplinary authorities during the investigation and processing of the grievances; the attorney failed to appear on an order to show cause before

the Court; extensive disciplinary history: reprimanded in 2006, censured in 2007, and suspended twice in 2008); In re Olitsky, 174 N.J. 352 (2002) (disbarment for attorney who agreed to represent four clients in bankruptcy cases after he was suspended, did not notify them that he was suspended from practice, charged clients for the prohibited representation, signed another attorney's name on the petitions without that attorney's consent and then filed the petitions with the bankruptcy court; in another matter, the attorney agreed to represent a client in a mortgage foreclosure after he was suspended, accepted a fee, and took no action on the client's behalf; in yet another matter, the attorney continued to represent a client in a criminal matter after the attorney's suspension; the attorney also made misrepresentations to a court and was convicted of stalking a woman with whom he had had a romantic relationship; prior private reprimand, admonition, two three-month suspensions, and two six-month suspensions); and In re Costanzo, 128 N.J. 108 (1992) (attorney disbarred for practicing law while serving a temporary suspension for failure to pay administrative costs incurred in a prior disciplinary matter and for misconduct involving numerous matters, including gross neglect, lack of diligence, failure to keep clients reasonably informed and to explain matters in order to permit them to make informed decisions about cases, pattern of neglect, and failure to

set forth hourly rate or basis for fee in writing; prior private reprimand and reprimand).

Here, based on respondent's misconduct, a minimum of a one-year suspension is the starting point in assessing the appropriate quantum of discipline for his practicing while temporarily suspended.

Second, respondent has an extensive disciplinary history. Although respondent had forty years at the bar without incident, in the last five years, he has been temporarily suspended three times for a variety of reasons, including failure to cooperate with the OAE. Further, he was censured and suspended in two default matters. The instant matter is respondent's third time before us by way of default.

Likewise, the default status of the current matter serves to enhance that discipline. See, In re Kivler, 193 N.J. 332, 342 (2008) ("a respondent's default or failure to cooperate with the investigative authorities operates as an aggravating factor, which is sufficient to permit a penalty that would otherwise be appropriate to be further enhanced").

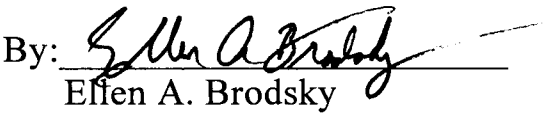
Third, respondent has repeatedly failed to cooperate in seven ethics investigations, despite often dipping his toe in the water and promising his cooperation, only to disappear again.

Fourth, in serious aggravation, respondent's misconduct caused significant harm to Guanga. She paid him $10,200, received nothing in return, and lost her house. The economic and emotional consequences were likely devastating to her.

Based on the foregoing, especially the harm caused to Guanga coupled with respondent's complete disinterest in maintaining his license to practice law and our primary charge of protecting the public, we recommend respondent's disbarment.

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 Barry N. Frank
Docket No. DRB 18-356

Decided: June 19, 2019

Disposition: Disbar

Members	Disbar	Recused	Did Not Participate
Frost	X		
Clark	X		
Boyer	X		
Gallipoli	X		
Hoberman	X		
Joseph	X		
Rivera	X		
Singer	X		
Zmirich	X		
Total:	9	0	0

Ellen A. Brodsky
Chief Counsel