SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 10-097
District Docket No. XIV-07-548E

IN THE MATTER OF	:
	:
STEPHEN TSAI	:
	:
AN ATTORNEY AT LAW	:
	:

Decision

Argued: May 20, 2010

Decided: August 10, 2010

Janice L. Richter appeared on behalf of the Office of Attorney Ethics.

Jeffrey M. Advokat 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 discipline (disbarment) filed by Special Master Donna duBeth Gardiner. The complaint charged respondent with violating RPC 1.15(a) (failure to safeguard client funds) and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or

misrepresentation) (counts one, two, and three); RPC 1.1(a) (gross neglect) and RPC 1.3 (lack of diligence) (count four); and RPC 1.15(a), RPC 1.15(d), and R. 1:21-6 (recordkeeping) (count five). The charges arose from respondent's alleged knowing misappropriation of client funds, failure to pay for title insurance, commingling of personal and trust funds, and recordkeeping violations. We recommend that respondent be disbarred.

Respondent was admitted to the New Jersey bar in 1992. He has no history of discipline.

By letters dated September 17 and September 20, 2007, Bank of America notified the Office of Attorney Ethics ("OAE") of two overdrafts in respondent's attorney trust account. The OAE requested that respondent provide a written explanation for the overdrafts. He did so by letter dated November 1, 2007, in which he blamed the overdrafts on poor recordkeeping. Respondent added that he had deposited $10,000 from his personal IRA into his trust account, after learning of the deficiencies.

Respondent's statement about the $10,000 raised a "red flag" with OAE personnel. As a result, on January 8, 2008, Greg Kulinich, an OAE investigator, conducted a demand audit of respondent's attorney books and records.

Respondent advised Kulinich that his records "were a mess" and that he had been trying to correct them. His trust account sub-account ledger designated "Personal Account" showed a negative balance from January 1 to October 10, 2007, when respondent made a $10,000 deposit, and another series of deficits until another $10,000 was deposited, on November 7, 2007. Respondent admitted paying for personal expenses through his trust account, but denied using client funds. During a subsequent conversation, respondent told Kulinich that "he never used client funds intentionally."

On July 22, 2008, Kulinich continued the audit. During this meeting, Kulinich questioned respondent about a trust sub-account designated "Personal Account." Respondent explained that this was a sub-account for his personal expenses. Because deficits in the account represented shortages from client funds and because he did not want client sub-accounts to reflect shortages, he made the client ledgers "correct" and showed shortages on his personal sub-account. Following the audit, the OAE issued a five-count complaint against respondent.

Count One (The Wang Matter)

In 2005, Xiaoyong Wang retained respondent to represent him in an employment matter against Princeton Information, Ltd. The matter was settled. On December 7, 2005, Princeton Information issued a check for $28,192.80, payable to respondent's trust account. Respondent deposited the check in his trust account on December 9, 2005. On January 27, 2006, he sent Wang a check for $25,991.16 from the settlement.[1]

On December 19, 2005, before respondent sent the money to Wang, he issued a trust account check payable to Bank of America for $24,500. The funds were used to pay down respondent's line of credit with Bank of America. On December 19, 2005, the balance in respondent's trust account was $4,914.19, below what he should have been holding for Wang. On January 3, 2006, respondent wrote a check for $24,500 from his line of credit and deposited it in his trust account. He did not ask Wang if he could borrow the settlement funds.

Respondent denied using Wang's funds to pay down his line of credit. He explained that he had permission from another

[1] Respondent subsequently sent Wang an additional check to remedy an error in the calculation of the amount due to Wang. That error is not relevant to this matter.

client, Wenjun Wang, to use funds that he was holding on her behalf. Specifically, Wenjun Wang gave respondent $25,000 that he deposited in his trust account on December 14, 2005. Respondent testified that the check bounced and was replaced. The records support that testimony. Respondent's bank statement reflects a returned check, presumably Wenjun Wang's, in the amount of $25,000, on December 19, 2005, and another $25,000 deposit on December 27, 2005. The originator of the second deposit, however, is Ahmed Elbaroudy, who is not identified in the record. The Wenjun Wang sub-account records show only a $25,000 deposit on December 14, 2005, which is the check that was returned. The December 27, 2005 deposit is not reflected. Respondent did not produce Wenjun Wang as a witness.[2]

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[2] Respondent attempted to offer into evidence an undated letter from him to Wenjun Wang, confirming her permission to use the funds. The letter was rejected as hearsay. In a post-hearing submission, respondent's counsel attached the letter, along with a certification, purportedly by Wenjun Wang, confirming her permission to use the funds in question. The special master did not consider either document, in rendering her decision.

Count Two (The DeRosa Matter)

In 2006, respondent represented his parents in the sale of real property. The buyers, John and Roseann DeRosa, gave respondent $2,000 on January 16, 2006, when the contract was signed, and an additional $42,500 on January 20, 2006. Both checks were payable to respondent's trust account. John DeRosa understood that the funds were to be deposited in respondent's trust account. He did not give respondent permission to use the money.

Respondent deposited the $42,500 in his trust account on February 3, 2006. Thus, as of that date, the balance in the account should have been no less than $44,500 ($42,500 plus $2,000).

On February 6, 2006, respondent wrote a check for $25,000 from his trust account to his line of credit. The check was deposited on February 7, 2006. The March 2006 statement for respondent's trust account shows a balance of $13,866.45 on March 1, 2006, prior to the date of the DeRosa closing. Thus,

by March 1, 2006, the account had insufficient funds to cover the DeRosa deposit.[3]

During the time that respondent should have been holding the DeRosa funds intact, he wrote a series of personal checks from his trust account. Respondent did not deny that he used the funds in his trust account. He asked his mother's permission to use the money and she agreed. Respondent thought that his mother could give permission for his use of the funds because it was her money, "or at least potentially her money," at that time. It did not occur to respondent that the money belonged to the DeRosas.

The account continued to be out of trust until March 20, 2006, when respondent deposited a $25,000 and a $10,000 check, dated February 6 and February 15, 2006, respectively. The DeRosa closing took place on March 23, 2006, as scheduled. John DeRosa was unaware of any problems in the matter until the OAE contacted him.

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[3] The February bank statement for respondent's trust account is not in the record.

Count Three (The Huang Matter)

In 2007, respondent represented Hao-Hsin Huang in the sale of real property to Jung Koo. The closing took place on September 28, 2007. On September 1, 2007, the balance in respondent's trust account was $4,668.75. On September 3, 2007, Koo gave respondent $5,000 to be held in trust.[4] On September 6, 2007, those funds, along with an additional $2,015, were deposited in respondent's trust account.[5]

From September 10 to September 26, 2007, while respondent was holding Koo's funds, there were insufficient funds to cover Koo's deposit. During this time, respondent wrote personal checks drawn on his trust account.[6] Koo did not give respondent permission to use his funds.

On September 26, 2007, two days before the closing, respondent deposited sufficient funds into the trust account to cover the Huang/Koo transaction.

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[4] The $5,000 from Koo is noted as a deposit into respondent's personal sub-account.

[5] The realtor transferred an additional $1,000 to respondent, which was deposited in his trust account on October 1, 2007.

[6] During this period, respondent wrote the two checks that resulted in the overdraft notices to the OAE.

In his post-hearing brief, respondent's counsel stated that the Koo closing "went well." He argued that the money was never in jeopardy because "any money [respondent] took out of the account did not exceed the amount he put in."

Count Four (The Title Insurance Matters)

The parties entered into a stipulation in the four matters at issue in this count. Respondent was not charged with misappropriation in count four, only with gross neglect and lack of diligence.

Kenneth Chen

Respondent represented Kenneth Chen in the purchase of real estate. The closing took place on January 31, 2007. Trident Land Transfer Company ("Trident") was to be paid $4,301 for Chen's title insurance.

Following the closing, Trident attempted to collect the insurance premium from respondent. Respondent's client ledger for the Chen transaction shows a zero balance as of August 15, 2007. Respondent did not pay Trident until September 17, 2008.

Until the OAE contacted Chen, he did not know that there was a problem with the title insurance.

Xi and Yu Chen

Respondent represented Xi and Yu Chen in the purchase of real estate. Trident was to be paid $1,412 for title insurance, as part of the closing, which took place in March 2007.

Following the closing, Trident attempted to obtain payment from respondent. As of September 5, 2007, when respondent wrote a check to Summit Mortgage Bankers for $2,015, the trust account had a zero balance. Respondent paid for the title insurance on February 26, 2008.

Kevin Lu

Respondent represented Kenneth Lu in the purchase of real property. The closing took place on December 8, 2006. General Land Abstract Company ("General") was to receive $4,436.45 for title insurance. Although General sent an invoice to respondent prior to the closing, as of August 22, 2008 respondent had not forwarded payment.

On September 5, 2007, respondent wrote a check to himself for $5,011.45, leaving a zero balance in the Lu sub-account. The funds were deposited into his business account. His ending balance in his business account for the month was $226.60, without a payment made to General.

Lu did not know that the title insurance premium had not been paid until he received an inquiry from the OAE. Lu then telephoned respondent and, approximately one month later, received his title insurance policy. Lu did not give respondent permission to use his funds.

Ping Hung Lam

Respondent represented Ping Hung Lam in the purchase of real estate. The closing took place on November 28, 2006. General was to receive $3,806.70 for title insurance. General sent an invoice to respondent prior to closing. Although respondent wrote a check for the title insurance on the closing date, he voided the check. He did not pay for the insurance until October 2, 2008.

Lam did not know that there was an issue about the title insurance until the OAE contacted him. After Lam contacted respondent about the title insurance, respondent resolved the issue.

Respondent admitted that he was late paying for the title insurance premiums, but claimed that it was not his intent to "keep" the money. At the ethics hearing, respondent's counsel asked him what he did, when he learned that the title insurance

had not been purchased. Respondent replied, "I found that I hadn't paid them and had had a good month, prior month through collections so I had the money." Thereafter, the following exchange took place between respondent and the special master:

> Ms. Gardiner: Could I just ask a question? You said you had — when you found out that when you discovered that you hadn't paid for the title insurance, you said I had had a good month so I could pay it. Wouldn't the money have still been in your trust account?
>
> The Witness: No, I moved it into the business account and I put them in with all the other bills I was paying. I try to keep track of the all the bills I was paying and so I would — of course the smaller bills were easier to pay, just write a check.
>
> Ms. Gardiner: But the money for the title insurance, where was it residing? I mean, you had been paid the premiums for the title insurance, correct?
>
> The Witness: Right.
>
> Ms. Gardiner: Wouldn't that have been residing in your trust account?
>
> The Witness: I moved it into the business account.
>
> . . . .

Ms. Gardiner: Then why did it matter whether you had a good month, the month that you realized you hadn't paid for these [sic] title insurance, wouldn't the money have been sitting in your business account if you had transferred it whenever the closings were?

The Witness: Well, no, the business account is a very fluid dynamic.
Ms Gardiner: So you probably spent what you had transferred on something else?

The Witness: Quite possibly, yes, because all the bills got intermingled, it was a matter of choosing which vendors to pay I suppose.

Ms. Gardiner: All right.

The Witness: Do I pay my rent or —

[T161-4 to T164-18.][7]

Count Five (Recordkeeping and Commingling of Funds)

Respondent admitted to the OAE that his records "were a mess." Since 2003 or 2004, he had been using his trust account as a personal checking account and was commingling personal and trust funds. He did not retain deposit slips, after verifying

[7] T refers to the transcript of the hearing before the special master on August 25, 2009.

that the deposit was credited to the account, and did not perform monthly reconciliations.

Respondent asserted that, since these matters arose, he began reconciling his accounts, removed his personal funds from "there" (presumably from his trust account), took accounting classes, and now has help with his recordkeeping. He submitted evidence of his accounting classes and of his community involvement.

The special master was unable to conclude that the OAE had met its burden to prove knowing misappropriation in count one. In her view, there was nothing in the record to establish that respondent had knowingly misappropriated Wang's funds and there was evidence to support respondent's contention that he had permission from another client, also named Wang, to use her funds. As noted above, respondent's bank statement showed Wenjun Wang's $25,000 deposit on December 14, 2005, a returned check on December 19, 2005, and a second deposit of $25,000 on December 27, 2005. Respondent wrote the check for payment to his line of credit on December 19, 2005, the same day that Wenjun Wang's $25,000 check, which was deposited on December 14, 2005, was returned for insufficient funds.

According to the special master, the OAE did not provide any evidence that respondent knew that the check had been returned, when he made the payment to his line of credit. Without such proof or proof that respondent was untruthful about receiving permission from Wenjun Wang to use the funds, the special master was unable to find, by clear and convincing evidence, that respondent had knowingly misappropriated any funds. The special master noted that, from the time that the $25,000, allegedly from Wenjun Wang, was received as a wire transfer, the trust account balance was sufficient to cover the amount that respondent was required to hold for Xiaoyong Wang. Although the special master had concerns about why "the transactions" were not noted on the Wenjun Wang client ledger card, she believed respondent's testimony that his books were "a mess."[8] She did not find respondent guilty of any misconduct in this count.

In count two, the DeRosa matter, the special master acknowledged the possibility that a client may give an attorney permission to use funds being held in trust for the client. She

[8] Exhibit 30, respondent's trust account sub-account statement, reveals only the December 14, 2005 $25,000 deposit for Wenjun Wang.

noted that, in this case, however, the funds belonged to the DeRosas until the closing took place. The special master stated:

> Respondent's mother had no authority over the escrow account prior to closing and I find Respondent's reasoning and feigned ignorance incredible from an attorney from a prestigious law school who had been practicing for 15 years at the time of the closing. Every first-year law student studies property and understands the ownership of an escrow account. It is not believable that an attorney practicing real estate law did not truly understand this concept.
>
> It is not seriously in dispute that the DeRosa escrow funds were misappropriated by Respondent. The issue is whether there was "knowing" misappropriation. Knowing misappropriation "consists simply of an attorney 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." In re Noonan, 102 N.J. 157, 160 (1986). Escrow funds entrusted to an attorney have the same status and enjoy the same expectation of trust as client funds. In re Hollendonner, 102 N.J. 21, 28 (1985).
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> [SMR9.][9]

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[9] SMR refers to the special master's report, dated February 22, 2010.

The special master found, by clear and convincing evidence, that respondent knew that the funds belonged to the DeRosas and that he took them for his own purposes, without their consent.

With regard to count three, the special master found that respondent's argument that the closing was not delayed and that no one was harmed by his use of the Koo funds was "insufficient," pointing out that the intent to steal is not an element of knowing misappropriation. She noted respondent's contention that the closing funds were not in jeopardy because they had been replaced. She pointed out, however, that this is not "the test," under In re Wilson, 81 N.J. 451 (1979). The special master concluded that respondent had knowingly misappropriated the Huang/Koo funds for his personal use, causing his account to be out of trust from September 7 through September 26, 2007, in violation of RPC 1.15(a) and RPC 8.4(c).

As to count four, respondent did not pay the title insurance premiums, after the four closings took place. He moved the money for the insurance premiums into his business account and used it for other purposes. In the special master's opinion, if the OAE had not begun its investigation, the four purchasers would still be without title policies. She found, therefore, that respondent had violated RPC 1.1(a) and RPC 1.3.

The special master noted, in count five, that respondent's recordkeeping "left much to be desired" and that he had commingled personal and trust funds, violations of RPC 1.15(a), RPC 1.15(d), and R. 1:21-6.[10]

The special master agreed with respondent's argument that shoddy bookkeeping is not grounds for disbarment. She added, however, that respondent's problems were not just a matter of "messy" records. The Huang/Koo and Tsai/DeRosa matters left "no doubt that plaintiff [sic] was juggling client funds in order to pay his own expenses such as his credit card bills and his daughter's pre-school. He was consistently out of trust at the same time he was writing checks to himself and his creditors."

The special master considered the cases cited in respondent's counsel brief and found them unpersuasive as to mitigation, noting that there is no mitigation when client trust or escrow funds are knowingly invaded. In one of those cases, In re Peterman, 134 N.J. 201 (1993), the Court allowed an attorney who had been disbarred in Pennsylvania in 1985 to be

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[10] In the special master's discussion of this count, she mistakenly found that respondent had violated RPC 1.1(a) and RPC 1.3. Those rules were not charged in this count and are not applicable. We have cited the correct rules, which were charged in the complaint.

admitted to the New Jersey bar in 1993, based on his rehabilitation from drug addiction, which had been a direct cause of his improper use of escrow funds. The special master found that Peterman was inapplicable, first because respondent had not asserted a drug addiction or other debilitating condition that might militate against disbarment and, even if he had, such claims are seldom sufficient to avoid disbarment. Second, the Court allowed Peterman's admission because his offense occurred in 1980 and the Court questioned whether, in 1980, an attorney would have been aware that knowing misuse of escrow funds would result in automatic disbarment. The special master noted that In re Hollendonner 102 N.J. 21 (1985) "is well into middle age and the expectation is that all attorneys know that escrow accounts are just as inviolate as client funds."

Respondent also argued that his community service and his accounting classes should be considered as mitigation, in the assessment of the appropriate penalty for his conduct. According to the special master, this argument failed for two reasons. First, "there is no 'wiggle room' for a Wilson violation." Respondent's community service cannot be considered. Second, the special master was "not impressed" by respondent's "sudden interest in accounting classes." She noted

that respondent did not begin his classes until 2009, long after the OAE's investigation and respondent's admission to having a problem keeping his books and records, and after the special master had already scheduled the ethics hearing. The special master saw "the accounting classes as more of an attempt to pull one over on this tribunal than a serious attempt at correcting the obvious problems."

One more point in the special master's report warrants mention. In connection with respondent's September 5, 2007 $5,011.45 check to himself, leaving a zero balance in the Lu sub-account, the special master stated:

> I note this is the same business account deposit referenced by the OAE in the Huang/Koo matter above. This is even greater evidence of Respondent's knowing misappropriation of escrow funds. The September 1, 2007, balance in Respondent's Trust Account was $4668.75. This was insufficient to cover the amount that was supposed to have been in the Lu account i.e. $5,011.45. Because Respondent was supposed to be holding the Koo deposit in trust, he could not show a deduction from that client ledger. Therefore, he noted the withdrawal on the Lu ledger, presumably to avoid detection. This leads to the conclusion that he was out of trust in Lu [sic] account prior to his receipt of the Koo funds and prompted [sic] became out of trust in the Koo sub-account. Respondent was playing a flim-flam game with his Trust Account, robbing Peter to pay Paul. Because the

> Complaint does not allege misappropriation with regard to the Lu transaction, I do not make that finding but suggest that the evidence is there.
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> [SMR13-SMR14, fn7.]

In sum, the special master found that respondent violated RPC 1.1(a), RPC 1.3, RPC 1.15(a), RPC 1.15(d), RPC 8.4(c), and R. 1:21-6. The special master recommended that respondent be disbarred for his knowing misappropriation of trust funds. She did not recommend a level of discipline for the other violations.

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

As indicated earlier, the special master was unable to find, by clear and convincing evidence, that respondent had misappropriated Wang's funds (count one). In the special master's view, it was possible that respondent had received permission from another client, also named Wang, to use her

funds.[11] The special master believed respondent's testimony that he either had or reasonably thought that he had Wenjun Wang's authorization to use her funds. Because the special master had the opportunity to observe respondent's demeanor as a witness, the special master was in a better position to assess his credibility. We, therefore, defer to the special master with respect to "those intangible aspects of the case not transmitted by the written record, such as, witness credibility . . . ." Dolson v. Anastasia, 55 N.J. 2, 7 (1969), and dismiss the charge of knowing misappropriation in count one.[12]

That being said, it only takes one instance of knowing misappropriation to reach the conclusion that an attorney must be disbarred, which brings us to count two.

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[11] We have not considered respondent's confirming letter to Wenjun Wang and her certification, which are attached to respondent's brief. They are not properly a part of the record.

[12] The OAE argued, in an April 19, 2010 letter to Office of Board Counsel, that, even assuming that respondent was truthful about the Wenjun Wang funds, his failure to monitor his records led to his invasion of the Xiaoyong Wang funds after the Wenjun Wang check bounced. Thus, the OAE contended, there was clear and convincing evidence that respondent had negligently invaded client funds. Respondent, however, was charged in this count with knowing misappropriation. He did not have an opportunity to address a charge of negligent misappropriation. Therefore, we make no finding in this context.

Respondent was holding in escrow the buyer's deposit on a real estate transaction. His mother, the seller in the transaction, could not independently give permission for respondent to use those funds:

> [A]bsent some extraordinary provision in an escrow agreement, absent here, it is a matter of elementary law that when two parties to a transaction select the attorney of one of them to act as the depository of funds relevant to that transaction, the attorney receives the deposit as the agent or trustee for both parties. . . . The parallel between escrow funds and client trust funds is obvious. So akin is the one to the other that henceforth an attorney found to have knowingly misused escrow funds will confront the disbarment rule of In re Wilson, supra, 81 N.J. 451.
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> [In re Hollendonner, supra, 102 N.J. 21, 28-29.]

We find, thus, that respondent's use of the real estate deposit constituted a knowing misuse of escrow funds, an offense that calls for disbarment, under Hollendonner and Wilson.

In count three, Koo gave respondent $5,000 to hold in connection with a real estate transaction. Here, too, respondent used the money for his own purposes, replacing it in his trust account just prior to the closing. As in count two, respondent was guilty of knowing misuse of trust funds.

Respondent argued, in mitigation, that no client was harmed, that he had taken accounting classes, and that he is active in his community. No amount of mitigation, however, would suffice to excuse respondent's misconduct:

> The misappropriation that will trigger automatic disbarment that is "almost invariable". . . 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 was 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 . . . . 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. [Footnote omitted.]
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> [In re Noonan, supra, 102 N.J. at 160-61.]

At oral argument before us, respondent's counsel contended that, in taking his clients' funds, respondent was only

"temporarily embezzling," because he ultimately replaced the funds. That argument will not save respondent from the automatic disbarment rule. In In re Blumenstyk, 152 N.J. 158 (1997), an attorney knowingly misappropriated over $85,000 in clients' trust funds, which he used for a family vacation to Israel, his son's Bar Mitzvah, and tax payments. Prior to his selection for an OAE random audit, the attorney voluntarily made full restitution of the funds to his attorney trust account. That Blumenstyk replaced the funds before they were missed was irrelevant to a finding of knowing misappropriation.

Under Wilson and Hollendonner, thus, respondent must be disbarred. We so recommend to the Court.

As to counts four and five, the evidence is clear and convincing that respondent failed to timely forward payments for title insurance in four transactions, violations of RPC 1.1(a) and RPC 1.3, and that he was guilty of commingling personal and client funds and recordkeeping deficiencies, violations of RPC 1.15(a), RPC 1.15(d), and R. 1:21-6. Because respondent's misconduct in counts two and three warrants his disbarment, we need not reach the issue of the appropriate level of discipline for these additional violations.

Member Stanton 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
Louis Pashman, Chair

By: Julianne K. DeCore
Julianne K. DeCore
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Stephen Tsai
Docket No. DRB 10-097

Argued: May 20, 2010

Decided: August 10, 2010

Disposition: Disbarment

Members	Disbar	Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Pashman	X					
Frost	X					
Baugh	X					
Clark	X					
Doremus	X					
Stanton						X
Wissinger	X					
Yamner	X					
Zmirich	X					
Total:	8					1

Julianne K. DeCore
Julianne K. DeCore
Chief Counsel