SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 04-319
District Docket No. XIV-04-347E

IN THE MATTER OF	
CHARLES C. STAROPOLI	
AN ATTORNEY AT LAW	

Decision

Argued: October 21, 2004
Reargued: January 20, 2005

Decided: March 2, 2005

Richard J. Engelhardt appeared on behalf of the Office of Attorney Ethics.

Respondent waived appearance for oral argument.

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

This matter was before us on a motion for reciprocal discipline filed by the Office of Attorney Ethics ("OAE") following respondent's one-year suspension in Pennsylvania.

Because the Board members are equally divided in respect of the appropriate discipline to be imposed, review by the Court will be necessary.

Respondent was admitted to the New Jersey bar in 1993, to the Pennsylvania bar in 1992, and to the Delaware bar in 1997. He has no disciplinary history in New Jersey.

From July 6, 1998 through August 10, 2000, respondent was an associate at the law firm of Gallagher, Reilly and Lachat, P.C. ("the firm"). Respondent was aware that contingent fees received in cases originated by associates were to be divided in certain percentages between the firm and the associates.

In May 2000, respondent settled a personal injury suit on behalf of Marie Colleen Callen. On May 3, 2000, Progressive Northern Insurance Company ("Progressive") issued a check for $9,000 payable to respondent and Callen. Respondent did not advise the firm of the settlement or of his receipt of the check, and he did not deposit the check into the firm's bank account. Instead, on May 9, 2000, respondent deposited the settlement check in a personal bank account that he had just opened. Respondent disbursed $6,000 to Callen and retained the remaining $3,000 as his legal fee.

In August 2000, respondent left the firm without advising anyone at the firm that he had settled Callen's case.

In March 2001, the firm learned of the Callen settlement when Progressive contacted the firm, asking for a release executed by Callen. In May 2001, the firm informed respondent that it would be reporting him to disciplinary authorities for failure to turn over the Callen fee to the firm. In a series of letters to the firm, respondent alternatively misrepresented that he had not charged Callen a fee because she was a friend, that he had charged her "far less" than the one-third fee, and that he had charged Callen a $1,500 fee.

On May 10, 2001, respondent sent the firm a $2,000 check, which he later replaced with a $1,400 check, telling the firm that the latter amount was the firm's share of the fee. Because the firm was dissolving at that time, the checks were not cashed. In April 2003, respondent made restitution to the firm in the amount of $2,360, representing the firm's share of the fee ($2,000), plus interest.

On June 15, 2001, after the firm informed respondent of its intention to refer his conduct to disciplinary authorities, respondent reported his actions to the Pennsylvania Disciplinary Board.

At the Pennsylvania disciplinary hearing of April 17, 2003, respondent stated that he had no explanation for his misconduct. He expressed remorse, embarrassment, and humiliation. He stated that he intended to report the matter to Delaware authorities and to resign from the New Jersey bar. According to the April 1, 2004 Pennsylvania Disciplinary Board report, however, respondent did not report his actions to either the Delaware or New Jersey authorities.

In a joint stipulation entered into evidence in the Pennsylvania disciplinary hearing, respondent admitted violating the Pennsylvania counterparts to New Jersey RPC 1.15(a) (failure to safeguard funds), RPC 1.15 (b) (failure to promptly notify a third person of the receipt of funds and to deliver those funds), RPC 8.4(b) (commission of a criminal act reflecting adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer), and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation).

In its report, the Pennsylvania Disciplinary Board discussed respondent's actions:

> Respondent admits that he failed to promptly turn over to his former law firm funds belonging to the firm. He was aware of his obligation to turn over a fee of $2,000 to the Gallagher firm, representing the firm's portion of the Callen settlement. Instead,

> Respondent opened an account at PNC bank in his name, deposited the Callen settlement, and thereafter failed to notify the Gallagher firm of the settlement or disburse their portion of the fee. There is no question that Respondent's client promptly received her full portion of the settlement. However, Respondent failed to fulfill his professional obligations to his former law firm. Respondent could offer no explanation for his actions . . . . Both Mr. Lachat and Mr. Reilly testified clearly that Respondent was a good lawyer with a good reputation and both were surprised by Respondent's misconduct. That two lawyers from the very firm whose funds were misappropriated took the time to testify on Respondent's behalf as to his good character is impressive.
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> [Pennsylvania Disciplinary Board Report at 10,11.]

The Pennsylvania Disciplinary Board recommended a six-month suspension. On July 8, 2004, however, the Supreme Court of Pennsylvania imposed a one-year suspension, retroactive to July 1, 2003, the date of respondent's voluntary transfer to inactive status.

The OAE recommended a reprimand, relying on In re Glick, 172 N.J. 319 (2004), In re Bromberg, 152 N.J. 382 (1997), and In re Butler, 152 N.J. 445 (1998).

On October 19, 2004, the day before the first oral argument in this matter,[1] respondent submitted a brief in which he asserted that, during the relevant events, the firm was "in the process of a bitterly contested dissolution" and that respondent, as well as all other associates and staff, was advised that he would soon be unemployed. According to respondent, upon settling the Callen litigation, he concluded that, because the firm had fired respondent and his co-workers, and because he could have referred the case to another firm, "there was no compelling reason to pay the lion's share of the fee to my soon-to-be-former firm." Respondent acknowledged in the brief, however, that, despite his "rationalizations," he should have abided by the firm's policy and disbursed two-thirds of the fee to the firm. Respondent attributed his failure to disburse the fee to his anger at the firm and his financial need due to his pending job loss.

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[1] After receipt of respondent's waiver of oral argument, we scheduled oral argument again, urging him to appear. Although respondent acknowledged that more severe discipline could be imposed in New Jersey than the discipline that he had received in Pennsylvania, he again waived appearance at oral argument. Moreover, on September 16, 2004, we asked the parties to submit briefs addressing whether respondent's conduct constituted knowing misappropriation for which disbarment would be warranted.

Reciprocal discipline proceedings in New Jersey are governed by Rule 1:20-14(a)(4), which provides:

> The Board shall recommend the imposition of the identical action or discipline unless the respondent demonstrates, or the Board finds on the face of the record on which the discipline in another jurisdiction was predicated that it clearly appears that:
>
> (A) the disciplinary or disability order of the foreign jurisdiction was not entered;
> (B) the disciplinary or disability order of the foreign jurisdiction does not apply to the respondent;
> (C) the disciplinary or disability order of the foreign jurisdiction does not remain in full force and effect as the result of appellate proceedings;
> (D) the procedure followed in the foreign disciplinary matter was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process;
> (E) the misconduct established warrants substantially different discipline.

I. View of Members for Disbarment

For the reasons expressed below, we reluctantly determine that the mandatory disbarment rule pronounced in In re Wilson, 81 N.J. 451 (1979), requires respondent's disbarment. We take this opportunity, however, to express our view that the Wilson rule should be relaxed.

With respect to subparagraph (E) of Rule 1:20-14(a)(4), attorneys in New Jersey who knowingly misappropriate funds from

law firms have been disbarred, while in Pennsylvania, attorneys who knowingly misappropriate funds from clients or law firms are subject to discipline on a case-by-case basis. See, e.g., Office of Disciplinary Counsel v. Monsour, 701 A.2d 556, 558 (Pa. 1997) ("Although this Court has disbarred attorneys who have commingled or improperly shifted funds in escrow accounts, we have declined to adopt a per se rule requiring disbarment for specific acts of misconduct. Instead, we consider each case individually, evaluating all relevant facts.") (citations omitted); In re Anonymous No. 115 DB 2000, No. 718 Disciplinary Docket No. 3 (Pa. Jan. 31, 2002) (attorney who converted one check of $5,895.23 from his law firm was suspended for one year, the Disciplinary Board finding that the conversion of law firm funds was no less egregious than the conversion of client funds).

In New Jersey, two lines of cases have developed in matters in which attorneys have taken law firm funds. In one line, primarily In re Siegel, 133 N.J. 162 (1993), In re Greenberg, 155 N.J. 138 (1998), In re Le Bon, 177 N.J. 515 (2003), and In re Epstein, 181 N.J. 305 (2004), the attorneys knowingly misappropriated funds from their law firms and were disbarred, pursuant to Wilson. In the second line, including In

re Bromberg, supra, 152 N.J. 382, In re Glick, supra, 172 N.J. 319, In re Spector, 178 N.J. 261 (2004), and In re Nelson, 182 N.J. 323 (2004), the attorneys held a reasonable belief of entitlement to the funds that they took. This reasonable belief saved them from disbarment.

In Siegel, supra, 133 N.J. at 165, a partner in a large law firm converted more than $25,000 of the law firm's funds by submitting false disbursement requests. Between 1986 and 1989, Siegel engaged in thirty-four acts of misconduct. Ibid. The Court disbarred him. "We see no ethical distinction between a lawyer who for personal gain willfully defrauds a client and one who for the same untoward purpose defrauds his or her partners." Id. at 167.

The Court rejected Siegel's arguments that, for the following reasons, he should not be disbarred: (1) his conduct was aberrational; (2) he lacked notice that theft of firm funds could lead to disbarment; (3) he suffered personal hardships at the time of the misappropriation; (4) his record of service to his clients, the profession, and the community was excellent; and (5) his misconduct was the result of disillusionment with the "firm culture;". Id. at 167, 168, 171, 172.

The attorney in In re Greenberg, supra, 155 N.J. at 141, was also a partner in a law firm. In June 1991, he settled a case for $42,500. Ibid. The insurance company issued two checks for $21,250, payable to both Greenberg and his clients. Ibid. Greenberg endorsed both checks and sent them to his clients, with the request that they return a $7,500 check payable to him. Ibid. After the clients complied, Greenberg kept the $7,500. Ibid. When the referring law firm sought a referral fee, Greenberg's check request indicated that the funds were needed for reimbursement of expert fees in another case. Ibid. In addition, between August 1992 and August 1993, Greenberg obtained $27,025 in law firm funds for his personal use by submitting false disbursement requests. Ibid. The Court disbarred Greenberg. Id. at 162.

In Le Bon, the attorney diverted $5,895.23 from his law firm. In the Matter of Raymond T. Le Bon, Docket No. 02-432 (DRB May 2, 2003) (slip op. at 3). He instructed a client to make a check for legal fees payable to him. Ibid. When the client asked the attorney's secretary to verify these instructions, Le Bon told his secretary to confirm them. Ibid. Le Bon deposited the fee check in his personal bank account and used the funds to pay his mortgage payment and to make political contributions. Ibid.

The law firm discovered Le Bon's actions when it contacted the client about the outstanding fee. Ibid.

Although Le Bon acknowledged that he had knowingly misappropriated funds, he urged us to impose an indeterminate suspension. Id. at 5. Le Bon offered no explanation for his conduct, characterizing his actions as "incredibly stupid," and admitted that he had other sources of funds that could have been used for his expenses. Id. at 4. He also showed no remorse. Id. at 7. Le Bon was disbarred. In re Le Bon, 177 N.J. 515 (2003).

In Epstein, supra, 181 N.J. 305 (2004), an associate received and retained fees from six clients. In the Matter of Charles S. Epstein, Docket No. 04-061 (DRB May 19, 2004) (slip op. at 13). In four cases, after he instructed clients to make checks for fees payable to him, he cashed the checks and retained the funds. Ibid. In two other cases, the attorney admitted that the clients may have paid him fees in cash. Ibid. Although the attorney had no entitlement to the fees, he retained the cash for several months. Ibid. In one case, the attorney claimed that he cashed the check and placed the funds in his briefcase, intending to turn them over to the firm, and that the cash fell out of his briefcase. Id. at 5. We found that

the attorney misappropriated the firm's funds in a manner similar to that of Le Bon. Id. at 14-15. Epstein was disbarred.

The attorneys in the above cases did not contend that they believed that they were entitled to the funds that they took. In Siegel, the Court rejected the contention that the attorney was not on notice that stealing from a law firm could result in disbarment and rejected the mitigating factors of good reputation, prior trustworthy professional conduct, and general good character. In Greenberg, the attorney unsuccessfully argued that his acts predated Siegel and that he satisfied the Jacob standard of mental illness. The attorney in Le Bon asserted that mitigating factors warranted an indeterminate suspension, rather than disbarment. In other words, with the exception of Epstein, who claimed that he had cashed the checks as a convenience to his law firm and that he had planned to turn the funds over to the firm, each of the above attorneys acknowledged that they had knowingly misappropriated funds and argued that, for various reasons, they should not be disbarred. They did not advance a reasonable belief of entitlement to the funds.

In the second line of cases, the attorneys were not found guilty of knowing misappropriation of law firm funds. In Bromberg, the attorney entered into an agreement with two other

attorneys in February 1994. In the Matter of Arthur D. Bromberg, Docket No. 97-129 (DRB December 16, 1997) (slip op. at 3). Although the parties later disagreed as to whether the agreement created a partnership, Bromberg reasonably believed that he was a partner. Id. at 3-4. Problems surfaced soon after the agreement was signed because of dissatisfaction with the amount of fees generated by Bromberg. Id. at 5-6. In September 1994, the attorney who controlled the firm's finances told Bromberg that he would no longer receive his $8,000 monthly salary, despite the fact that the agreement provided that he would receive it through the end of 1994. Id. at 6-7. There were some discussions about Bromberg's sharing of fees that he generated, but no alternate agreement was reached. Id. at 7.

In late October or early November 1994, Bromberg requested that one of his corporate clients send its fee checks directly to him. Ibid. The client did not reply to the request and Bromberg did not pursue it. Ibid. However, Bromberg asked the firm's accounts receivables clerk if he could examine the firm's mail because he was expecting mail from his prior law firm. Id. at 7-8. That was untrue. Id. at 8. On November 13 or 14, 1994, Bromberg intercepted an envelope from his client containing two checks payable to the firm, in the amounts of $3,260.18 and

$3,355.38. Ibid. He endorsed the checks by signing the firm's name and his own name and deposited them into his attorney business account, which he had maintained because he was still receiving fees from his prior law practice. Ibid.

Although there were additional discussions concerning Bromberg's sharing of fees, he did not receive any monies from the firm. Id. at 9-10. In late November or early December 1994, he told his "partner" that he had taken the checks. Id. at 9. It was eventually agreed that Bromberg would remain with the firm until the end of December 1994, because he was to begin selecting a jury for ten cases in New York. Ibid.

Although the OAE argued that Bromberg should be disbarred for knowing misappropriation of law firm funds, he received a reprimand. Id. at 18. We found that Bromberg

> reasonably believed that he was a partner with that firm. Even if [Bromberg's] belief was mistaken, that belief led him to understand that he was entitled to receive the checks from [the client]. [Bromberg] had not been paid any salary for October or November. He was experiencing cash flow problems and he felt that [his partner] had unilaterally breached the letter-agreement. Thus, he resorted to 'self-help.' That is not to say that [Bromberg] acted correctly or justifiedly . . . [but he] did not have the mens rea to steal. In his mind, he was advancing to himself funds to which he was absolutely entitled. He acted out of self-righteousness. It is the manner in which

> [Bromberg] chose to make things right that is reproachable.
>
> [Id. at 19-20.]

Bromberg received a reprimand. In re Bromberg, 152 N.J. 382 (1998).

In Glick, the attorney entered into an agreement with a law firm, whereby he would receive a base annual salary plus benefits, reimbursement of expenses, and profit-sharing. In the Matter of Adam H. Glick, Docket No. 01-151 (DRB January 29, 2002) (slip op. at 2). Glick was responsible for supervising a unit concentrating on personal injury cases and PIP medical arbitration work. Ibid. Previously, Glick had maintained a solo practice and he continued to maintain his attorney business account to deposit fees earned from that practice. Ibid. Almost from the inception of his association with the law firm, Glick and the firm disagreed about the unit's productivity and about Glick's share of the firm's profit. Id. at 2-3.

Between 1994 and 1997, Glick deposited checks totaling $12,747.50 in his own attorney business account. Id. at 4. The checks had been made payable to him and the majority of the fees were for his services as an arbitrator on insurance matters originated by him. Ibid. However, Glick admitted that the fees were due to the firm and that he had taken them without the

firm's knowledge or consent. Ibid. He stated that he had retained the fees as a form of self-help to compensate him for what he perceived as the firm's failure to properly calculate his profit share. Ibid. Glick, too, received a reprimand. In re Glick, 172 N.J. 319 (2004).

In Spector, supra, an attorney who had been "of counsel," gave notice to his firm, in July 1993, that he would be leaving to form a new firm with another attorney. In the Matter of Brian D. Spector, Docket No. 03-041 (DRB October 2, 2003) (slip op. at 3). The firm permitted Spector to remain until he established his new office, as long as he maintained his billable hours. Ibid. Spector stayed with the firm until November 30, 1993. Ibid.

During November 1993, Spector separately recorded about 110 hours of his time for clients that he anticipated would be clients of his new firm. Id. at 4. He did so without his firm's knowledge or consent. Ibid. Although he had previously billed at least 150 hours per month, in November 1993, he billed only 42.1 hours for his firm. Ibid. Spector admitted that he intended to temporarily conceal his billings until he and his firm were able to resolve differences that had developed about the distribution of fees received after his departure from the firm. Id. at 5.

In December 1993, Spector submitted invoices and advised the clients to pay the fees to his prior firm. Ibid. He later requested that the clients forward all payments to him, represented that he would forward to the firm its share of the payment, and indicated that copies of the letters were sent to the firm. Id. at 7. Spector did not send the copies to the firm, did not inform the firm of his actions, and did not forward the payments to the firm. Ibid. Spector deposited some of the fees from these clients in his new firm's trust account and some in the business account. Ibid. He testified that he intended to hold all of the fees in escrow, but, through a miscommunication with his new partner, some of the fees were deposited in the business account and were expended. Ibid.

In January 1994, Spector complained to his prior firm that he had not received any fees collected in December 1993. Id. at 8. The firm replied that Spector had breached their agreement by billing only forty hours in November 1993. Id. at 8-9. After the firm indicated that it intended to subpoena clients to gather information about payment of fees, Spector admitted that he had billed some of his November 1993 time to his new firm. Id. at 9. He then remitted to the law firm fees that he had received from

the firm's clients, as well as fees received from his November 1993 billings. Ibid.

In February 1994, Spector sued his prior firm. Id. at 12. The matter was referred to arbitration conducted by Justice Robert Clifford (retired), who found that Spector reacted to the mistaken notion that his prior firm had failed to comply with an employment agreement with him and that Spector was convinced that the firm intended to cheat him. Ibid. Justice Clifford determined that Spector did not act out of malice or evil. Ibid.

The OAE did not seek Spector's disbarment because it accepted that his motive was to retain the fees until the dispute with his firm was resolved and that he had an entitlement to the funds. Id. at 18.

We, too, determined that Spector did not have the mens rea to steal. Id. at 21. His lawsuit against the prior firm evidenced his belief that his actions were defensible, because he had to know that his actions would be revealed during the litigation. Ibid. Spector received a reprimand. In re Spector, 178 N.J. 261 (2004).

In the most recent case, the Court imposed a reprimand where the attorney had taken funds from his law firm while in the midst of a partnership dispute. In re Nelson, 181 N.J. 323

(2004). In that case, the attorney learned that legal malpractice lawsuits had been filed against the firm and had been concealed from him, that attorneys in the firm had made improper payments of referral fees to other attorneys, that one of his partners had been trying to "steal" his clients so that the partner would receive credit for generating the legal fees paid by those clients, and that, contrary to his expressed position, law firm funds had been expended for such items as payment of sanctions imposed on individual attorneys in the firm or payment to an accountant to reconcile an individual attorney's accounts.

In Butler, 152 N.J. 445 (1998), another case cited by the OAE, the attorney sold for $3,000 a computer belonging to his law firm. In the Matter of Harrison R. Butler, (Docket No. 97-067) (DRB September 30, 1997) (slip op. at 3). The attorney had been permitted to use the computer at home and he sold it without the knowledge or authority of the law firm. Ibid. Butler asserted that he believed the computer had been given to him in lieu of salary increases. Id. at 4. He received a reprimand for violating RPC 8.4(c).

Absent in the record before us is any explanation by respondent for his retention of the legal fee in the Callen

matter. He did not assert that he misunderstood the firm's policy on division of fees in cases originated by associates of the firm; he did not assert that there was a dispute about his entitlement to the entire fee; he did not assert that he resorted to "self-help" because the law firm had denied him compensation to which he was entitled. Moreover, he admitted in his brief that he should have tendered $2,000 to the law firm and that his failure to do so was based on financial need and anger at the firm for terminating his employment.

In short, respondent did not have a reasonable belief of entitlement to the funds that he withheld from the firm. Because respondent has advanced no valid reason for his misappropriation of law firm funds, the Bromberg/Glick/Spector/Nelson line of cases does not apply. We find that this matter falls in the line of cases with Siegel, Greenberg, Le Bon, and Epstein. Indeed, this case closely resembles Le Bon. In both cases, the attorney worked for Pennsylvania law firms, engaged in one act of misappropriation from their law firms, and offered no explanation for their misconduct.

In the above cases, the Wilson rule was applied to law firm misappropriations. In our view, we are constrained by case law to recommend respondent's disbarment. We respectfully urge the

court, however, to consider permitting us to exercise greater discretion in applying, or not applying, the Wilson rule. The automatic disbarment rule has been criticized as harsh. From time to time various bar organizations, and on occasion, members of this Board, have called upon the Court to loosen the rigid, unyielding severity of the Wilson rule's grip.

For the past twenty-six years, the application of the Wilson rule has been inexorable. We do not suggest its abandonment. The rule has served both the bar and the public well. Theft of funds is a most serious offense and, in general, must be met with the most serious sanction. We believe, however, that in very rare and narrow circumstances, its application is misplaced. Precedent must yield to compassion.

In this matter, respondent was guilty of a single aberrational act. He had been notified that the law firm with which he was associated was dissolving and that he would be required to seek other employment. He accepted, and retained, a $3,000 legal fee, without informing the law firm, which was entitled to a $2,000 share of the fee. At the disciplinary hearing in Pennsylvania, his former employers testified about his good character. The Supreme Court of Pennsylvania determined that a one-year retroactive suspension sufficiently addressed

respondent's transgressions. Yet, we are required to impose the death penalty on respondent's New Jersey law career. We respectfully urge the Court to relax the Wilson rule to permit us to depart from the inevitable sanction of disbarment in those limited and exceptional cases where we deem that the circumstances so warrant.

Four members, Chair Mary J. Maudsley and members Louis Pashman, Barbara F. Schwartz, and Spencer V. Wissinger, III, determine that disbarment is mandated under existing law.

II. View of Members for a One-Year Suspension

Respondent has received a one-year suspension in Pennsylvania. We are asked to review his misconduct in the context of a motion for reciprocal discipline. In doing so, we considered that respondent's misconduct occurred in Pennsylvania, that the disciplinary authorities in Pennsylvania were in a better position to assess the nature of respondent's actions, and that, after reviewing respondent's conduct, and all of the attendant circumstances, the Supreme Court of Pennsylvania determined that a one-year suspension was sufficient discipline for his wrongdoing. Based on principles of comity, we agree with our sister jurisdiction that respondent

should be suspended for one year, although we determine that the suspension should be applied prospectively, not retroactively.

In reaching this decision, we also considered the following factors. Respondent's failure to turn over the fee to the law firm was aberrational. His withholding of the fee from the law firm was not a pattern, but occurred on one occasion. His actions do not evidence a deficiency of character, but rather, a reaction to psychological pressures and resentment for his perceived mistreatment by the firm that terminated his employment. Two attorneys from the firm, the "victims" of respondent's wrongdoing, testified in his behalf at the Pennsylvania disciplinary hearing. In his brief filed with us, respondent expressed remorse and contrition. We also took into account the OAE's recommendation of a reprimand.

Nevertheless, we do not intend to minimize the seriousness of respondent's misconduct, and are mindful that, in addition to the misappropriation, respondent misrepresented the amount of the fee to the firm on several occasions, a violation of RPC 8.4(c). We are not convinced, however, that respondent's character is permanently flawed or unsalvageable. His single mistake, prompted by resentment for being discharged by the

firm, should not, in our view, permanently deprive him of his privilege to practice law in New Jersey.

Four members, Vice-chair William J. O'Shaughnessy and members Matthew P. Boylan, Robert C. Holmes, and Reginald Stanton, determine that the appropriate measure of discipline is a one-year suspension.

We further require respondent to reimburse the Disciplinary Oversight Committee for administrative costs.

Disciplinary Review Board
Mary J. Maudsley, Chair
(View I)

William J. O'Shaughnessy,
Vice-Chair
(View II)

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

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Charles C. Staropoli
Docket No. DRB 04-319

Argued: October 21, 2004 and January 20, 2005

Decided: March 2, 2005

Disposition: Disbarment/One-year suspension

Members	Disbar	One-year Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Maudsley	X					
O'Shaughnessy		X				
Boylan		X				
Holmes		X				
Lolla						X
Pashman	X					
Schwartz	X					
Stanton		X				
Wissinger	X					
Total:	4	4				1

Julianne K. DeCore
Chief Counsel