SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 13-330
District Docket Nos. XIV-2010-0250E and XIV-2010-0566E

IN THE MATTER OF	:	
PETER E. MANOLAKIS	:	
AN ATTORNEY AT LAW	:	Decision

Argued: February 20, 2014

Decided: March 26, 2014

Christina Blunda Kennedy 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 recommendation for disbarment filed by Special Ethics Master Kenneth J. Cesta. The three-count complaint, filed by the Office of Attorney Ethics (OAE), charged respondent with having violated RPC 1.1(a) (gross neglect), RPC 1.3 (lack of diligence), RPC 1.4(b) [mistakenly cited as RPC 1.4(a)] (failure to keep a client reasonably informed about the status of a matter or to promptly comply with the

client's reasonable requests for information), RPC 1.15(a) (failure to safeguard trust funds), the principles of In re Wilson, 81 N.J. 451 (1979) (knowing misappropriation of client funds) and In re Hollendonner, 102 N.J. 21 (1985) (knowing misappropriation of escrow funds), and RPC 1.15(b) (failure to promptly notify a client or third person upon receiving funds in which that person has an interest) (count one); RPC 8.1(a) (false statement of material fact to disciplinary authorities) and RPC 8.1(b) (failure to cooperate with disciplinary authorities) (count two); and RPC 1.15(a) and the principles of In re Wilson, supra, 81 N.J. 451, and In re Hollendonner, supra, 102 N.J. 21 (count three).

For the reasons expressed below, we find clear and convincing evidence that respondent knowingly misappropriated client and escrow funds and recommend his disbarment, as urged by the OAE.

Respondent was admitted to the New Jersey bar in 1987. On January 13, 2009, he was temporarily suspended for failure to cooperate with the OAE's investigation of allegations that ultimately led to a three-month suspension, in 2012. In re Manolakis, 197 N.J. 261 (2009). Several weeks later, respondent received a censure, after he stipulated that he practiced law while ineligible for failure to pay the annual assessment to the New Jersey Lawyers' Fund for Client Protection, a violation of

RPC 5.5(a), and that he failed to cooperate with disciplinary authorities, a violation of RPC 8.1(b). In re Manolakis, 197 N.J. 466 (2009). In that case, we found that respondent's failure to cooperate was not an isolated incident, but a pattern that frustrated the OAE's efforts to inspect his records. In the Matter of Peter E. Manolakis, DRB 08-300 (December 9, 2008) (slip op. at 9).

On December 5, 2012, the Court suspended respondent for three months, effective January 13, 2009, the date of his temporary suspension, for failing to comply with the recordkeeping rules and for, again, failing to cooperate with disciplinary authorities, violations of RPC 1.15(d) and RPC 8.1(b). In re Manolakis, 212 N.J. 468 (2012). There, respondent ignored the OAE's numerous attempts to conduct an audit of his attorney records. His non-compliance culminated in the Court's granting the OAE's motion for his temporary suspension. Respondent also failed to appear for the disciplinary hearing, as required by R. 1:20-6(c)(2)(D), without informing the district ethics committee.

Respondent remains suspended to date.

During the pre-hearing stage of this matter, respondent indicated that he could not attend the ethics hearing, scheduled for January 30, 2013, because both his medical condition and his current job did not permit him to travel out of state. Although

respondent did not request a postponement, the special master adjourned the hearing to permit respondent to arrange to attend the hearing, either in person, by telephone, or by video conference. Nevertheless, respondent did not appear at the February 25, 2013 hearing.

We have gleaned the facts of this disciplinary matter not only from the transcript of the hearing, but also from respondent's answer, which contains admissions to many of the allegations of the formal ethics complaint.

Count One – District Docket No. XIV-2010-0566E
The Wang Matter

Chih-Chiang Wang retained respondent to represent him in the August 28, 2006 purchase of real estate in New Brunswick. Included on the HUD-1 form for Wang were three charges, totaling $2,464, to Acquired Title Services, LLC (Acquired). By the August 28, 2006 closing date, Wang had given respondent a total of $650,530.71, the full amount due for the purchase, including all settlement charges. Although, shortly thereafter, Wang received from respondent a copy of the recorded deed for the property, he did not receive the title insurance policy.

Four years after the closing, on March 20, 2010, Wang learned from Acquired that respondent had never paid for the title search, the title binder, or the title insurance policy.

Although Wang left several telephone messages for respondent, he never received a return telephone call. He then went to respondent's law office, only to learn from the current occupant that respondent no longer maintained an office at that address and that his current location was unknown.

Wang never gave respondent permission to use his funds for any purpose, other than for his real estate closing, and never received a refund for the title insurance costs that he paid at the closing.

Steve Noto, the owner of Acquired, confirmed that, although Acquired sent title work to respondent, it did not receive payment for those services. According to Noto, despite subsequent requests to respondent, by both telephone and personal visits at respondent's office by an Acquired employee, respondent never paid for the Wang title insurance.

OAE Disciplinary Auditor Joseph Strieffler testified that an OAE investigator to whom the case had previously been assigned reconstructed respondent's trust account records for the period from August 6, 2007 to February 10, 2009. From May 12 to May 23, 2008 and, again, from June 3, 2008 through September 10, 2008, the balance in respondent's trust account was less than $2,464, the amount that he should have maintained for Wang's title insurance premium. For example, on May 23 and May 30, 2008, the balance in the trust account was only $339.59. On

September 10, 2008, the balance dipped to negative $1.13. Although subsequent deposits increased the trust account balance above $2,464, on September 29, 2008, the balance was only $247.87. Thereafter, pursuant to the January 13, 2009 order of temporary suspension, respondent was restrained from disbursing any funds from his attorney accounts.

The complaint charged that respondent knowingly misappropriated the funds earmarked for the payment of Wang's title insurance premium.

Count Two – False Statement to and Failure to Cooperate with Disciplinary Authorities

On May 19, 2010, the secretary of the District VIII Ethics Committee (DEC) sent respondent a copy of the Wang grievance, requesting a reply within fourteen days. By letters dated May 26, June 16, and July 8, 2010, respondent indicated to the DEC secretary that he had recently relocated and that he would reply to the grievance by June 20, July 20, and August 1, 2010, respectively.

On August 13, 2010, Angela Foster, the DEC investigator assigned to the Wang case, sent respondent another copy of the grievance and requested a reply within ten days. On August 30, 2010, Foster sent respondent a second request, informing him that a formal ethics complaint would be filed against him, if he

did not reply to the grievance by September 7, 2010. After Foster and respondent left telephone messages for each other, Foster sent respondent a September 10, 2010 letter, labelled "third request," indicating that his failure to reply to the grievance by September 16, 2010 would result in the immediate filing of a complaint against him.

On September 18, 2010, respondent sent Foster a copy of the Wang client ledger sheet and represented that, at the closing, he had issued and sent a $2,464 check to Acquired. Respondent indicated to Foster that he would contact the bank to determine whether Acquired had deposited the check or whether "it was lost in any way" and that, afterward, he would immediately contact Foster. Respondent neither contacted Foster nor produced any proof, such as a copy of the check, that he had sent payment to Acquired on Wang's behalf.

The complaint charged respondent with failure to cooperate with and making false statements to disciplinary authorities.

Count Three– District Docket No. XIV-2010-0250E
The Rojas-Garrido Matter

In 2007, Julian Rojas retained respondent to represent him in the purchase of real estate from Cesar Garrido. The purchase

price was $410,000. On August 13, 2007, Rojas gave respondent a $9,500 check, representing a portion of the real estate deposit.[1]

On March 11, 2008, Rojas gave respondent a $30,500 check for the final deposit. Respondent deposited both checks, totaling $40,000, in his attorney trust account.

For reasons not explained in the record, the real estate transaction did not take place. On October 4, 2008, respondent sent Rojas a $28,645.09 check, representing the return of the $30,500 deposit, less costs and fees of $1,854.91. That check was negotiated on October 9, 2008. Respondent disbursed the $1,854.91 in fees and costs as follows: $950 to himself for legal fees, on October 6, 2008; $309.91 to Premium Abstract & Title, on October 8, 2008; and $595 to Harris Surveying, on October 9, 2008. By letter dated October 4, 2008, respondent assured Rojas that he would return the initial deposit, upon receipt of written authorization from the seller's attorney.

On December 5, 2008, respondent wrote to Philip Borow, the seller's attorney, indicating that, on October 30 and November 13, 2008, he had sent letters to Borow, seeking authorization for the return of the original deposit monies to Rojas and

[1] Rojas had previously given the realtor a $1,000 deposit. Although both the buyer and the seller signed a rider to the contract, authorizing the realtor to transfer those funds to respondent, the OAE's audit revealed that respondent never received the $1,000 deposit.

informing Borow that he would disburse the funds to his client, unless Borow sent a written objection within seven days.

On December 10, 2008, Borow objected, in writing, to the release of the funds to Rojas, asserting that his client, Garrido, had suffered damages from Rojas's breach of the real estate contract.

Respondent failed to retain intact in his attorney trust account the deposit funds of $40,000.

Between March 11, 2008, the date that respondent received the $30,500 deposit, and October 9, 2008, the date that Rojas negotiated the refund check of $28,645.09, respondent's trust account balance should have been at least $42,464 ($2,464 for Wang and the two Rojas deposits of $9,500 and $30,500). As previously noted in the Wang matter, however, between May and September 2008, respondent's trust account balance was continuously less than the $2,464 that he should have held for Wang alone.[2] Although, on September 22, 2008, the trust account balance exceeded the requisite amount, several days later, on September 25, 2008, it decreased to $36,172.97. On September 29, 2008, the balance declined to $247.87. Thereafter, on January 14, 2009, the trust account was frozen, pursuant to the temporary suspension order entered the day before.

[2] On September 10, 2008, the trust account balance was -$1.13.

The largest disbursement that caused the shortage in respondent's trust account was a $129,480 check, issued on April 30, 2008, to Makis and Anna Kyriakatos. That check was posted on May 12, 2009. The check contains a reference to "Loukeros to Kyriakatos," indicating that it related to a real estate matter.

In addition, respondent issued a series of trust account checks to himself, as follows:

Check Number	Amount	Date Issued	Date Posted
2806	$850	04/30/08	05/21/08
2807	$750	05/22/08	05/23/08
2808	$850	06/03/08	06/03/08
2809	$500	06/18/08	06/19/08
2810	$200	06/20/08	06/20/08
2811	$150	06/24/08	06/25/08
2812	$282	06/25/08	06/27/08
2813	$65	07/14/08	07/15/08
2814	$100	07/16/08	07/18/08
Total	$3,747		

With the exception of check number 2806, which bore the notation "Loukeros," the above checks contained no references to client matters. As of July 18, 2008, after the above checks were posted, respondent's trust account balance decreased to $300.54.

Although the OAE determined that respondent had failed to maintain the Rojas deposit in his trust account, respondent asserted otherwise. He also claimed that the $21,711.42 in his

trust account, at the time that it was frozen, in January 2009, included the $10,500 Rojas deposit.[3]

Both Rojas and Garrido filed claims with the New Jersey Lawyers' Fund for Client Protection (the Fund) for $10,500. The Fund granted those claims. The parties agreed to share the funds. On July 30, 2010, the Supreme Court ordered the transfer of $10,500 from respondent's trust account to the Fund, as reimbursement for the claim that it had paid.[4]

Respondent submitted letters to the special master, the OAE, and us, explaining his position and urging the imposition of either a reprimand or a short suspension. In a January 23, 2013 letter to the special master, respondent claimed that he suffered from leukemia, macular edema (a serious eye condition), diabetes, and hypertension, all of which precluded his ability to attend the disciplinary hearing. He did not submit any medical records in support of his health problems. He further alleged that he was no longer practicing law; that he had been employed by a motor vehicle dealership, since February 2012; that he required health insurance, which he received through his employment; and that he could not risk losing his employment

[3] Respondent included the $1,000 initial deposit in this sum, although he apparently had never received it.

[4] The Fund referred the matter to the OAE.

and, thus, his health insurance, by attending the ethics hearing.

As to the merits of the disciplinary charges, respondent claimed that he had always maintained intact in his trust account the funds for the Wang title insurance policy and the Rojas real estate deposit, blaming his failure to disburse the funds, in both cases, on the freezing of his trust account. Respondent also alleged that, because he had relocated three times, between 2009 and 2012, he had lost many of his records.

In turn, the OAE urged the special master to find that respondent knowingly misappropriated trust funds in both the Wang and Rojas matters and to recommend his disbarment.

The special master found that respondent knowingly misappropriated client funds when he used Wang's title insurance funds for other purposes, without Wang's consent. The special master rejected respondent's contention that the monies had remained in his trust account until frozen by the Court, in January 2009. The special master pointed out that, on September 10, 2008, two years after the Wang closing and four months before the trust account was frozen, the balance in that account was negative $1.13.

The special master also found that respondent was guilty of gross neglect, lack of diligence, failure to communicate with a client, failure to safeguard funds, and failure to promptly

notify a client or third person upon receiving funds in which that person had an interest, all in violation of RPC 1.1(a), RPC 1.3, RPC 1.4(a) [more properly, RPC 1.4(b)], RPC 1.15(a), and RPC 1.15(b) (count one).

As to count two, the special master found that respondent violated RPC 8.1(a), by misrepresenting to disciplinary officials that he would contact his bank to determine whether the check that he had issued for the title insurance policy had been deposited and that he would communicate his findings to the investigator. The special master found not credible respondent's statement that the check that he had sent to the title company was either lost or not cashed. The special master also found that respondent failed to cooperate with disciplinary authorities, a violation of RPC 8.1(b).

In the Rojas matter, the special master concluded that respondent knowingly misappropriated trust funds, when he failed to maintain inviolate the Rojas deposit in his trust account. The special master found that respondent knowingly invaded funds held for both the Wang and Rojas closings, when he issued a $129,480 check to Makis and Anna Kyriakatos, thereby reducing the trust account balance to $2,289.59, and that respondent again invaded those funds, when he issued to himself a series of nine checks, totaling $3,747.

Furthermore, as to each count, the special master concluded that respondent chose not to participate in the disciplinary hearing to avoid being confronted with the evidence and witnesses against him.

The special master recommended respondent's disbarment for his knowing misappropriation of trust funds.

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

In the Wang matter, respondent represented the buyer in a real estate transaction, in 2006. Although he completed almost all of the post-closing tasks, he failed to disburse $2,464 to Acquired for title services, including title insurance. Four years later, in 2010, Acquired informed Wang that, because respondent had never remitted payment, Acquired had never issued a title insurance policy.

Since respondent had neither paid for the title insurance nor refunded the fees that Wang had tendered therefor, respondent should have maintained the amount owed to Acquired, $2,464, intact in his trust account from August 28, 2006, the date that Wang paid all closing costs, until January 14, 2009, the date that respondent's trust account funds were frozen by the Court. Yet, on most dates, from May 12 to September 29, 2008, respondent's trust account balance was below $2,464. On

September 10, 2008, the trust account was in a negative state. Wang had not consented to respondent's use of the funds. Respondent, thus, knowingly invaded the funds that should have remained inviolate for the payment of the title insurance.

Despite this obvious and prolonged shortage, respondent asserted that the title insurance funds had remained untouched in his trust account. He did not, however, support his claim with any evidence or otherwise rebut the presenter's overwhelming proof that he had invaded those funds.

In his defense, respondent alleged that he had sent a check to Acquired, which had been either lost or, for reasons that he did not explain, somehow not negotiated. Not only did respondent fail to offer any proof of this claim, but the testimony at the disciplinary hearing directly contradicted it. Wang testified that he had left several messages for respondent, seeking an explanation for his failure to remit the title insurance payment to Acquired. Noto, Acquired's owner, too, testified that he had informed respondent, by both telephone calls and by an employee's personal visits to respondent's office, that Acquired had not received payment for the Wang title insurance policy.

If respondent had actually issued a check to Acquired, one would reasonably expect that, upon learning that Acquired had not received it, he would have investigated its whereabouts. The record, however, is devoid of any indication that respondent

made any effort to determine whether the check had been negotiated. He did not do so in 2006, when Acquired made several inquiries about the payment of its bill, or in March 2010, when Wang contacted him to find out why he had not received his title insurance policy, or in September 2010, when he represented to DEC investigator Foster that he would investigate the disposition of the check.

Furthermore, not once, but at least twice, respondent failed to avail himself of the opportunity to participate in the disciplinary hearing and to present a defense to the extremely serious charges of knowing misappropriation. After respondent indicated that he could not attend the hearing in person, the special master postponed the hearing and gave respondent the option to appear by either telephone or video conference. In our view, an attorney who was not guilty would have been eager to advance a defense to serious ethics charges that placed his law license in jeopardy. Respondent's reluctance to take advantage of the opportunity to contest those charges adds to the conclusion that he knowingly, not negligently, misappropriated the Wang funds.

Unlike other knowing misappropriation cases, the record here does not contain a "smoking gun," such as an admission or an overt act demonstrating that respondent knew that he invaded client funds, when he dissipated the monies he should have held

for the Wang title insurance. The Court has acknowledged that "proving a state of mind -- here, knowledge -- poses difficulties in the absence of an outright admission." In re Johnson, 105 N.J. 249, 258 (1987). The court accepted, however, "the complementary propositions that an inculpatory statement is not an indispensable ingredient of proof of knowledge, and that circumstantial evidence can add up to the conclusion that a lawyer 'knew' or 'had to know' that clients' funds were being invaded." Ibid. Accord In re Cavuto, 160 N.J. 185, 196 (1999) (noting that the circumstantial evidence clearly and convincingly established that the attorney knew or had to know that he had repeatedly invaded client funds that were to be kept inviolate).

Here, respondent failed to reply to Noto's inquiries (both by telephone and in person) about payment of the title insurance premium; he failed to reply to Wang's telephone messages seeking information about his title insurance policy; he failed to follow up on his promise to the DEC investigator that he would contact her, after he checked with his bank about the negotiation of the check allegedly issued to Acquired; and he failed to participate in the ethics hearing, despite the special master's proposal to allow respondent to appear by telephone or video conference and despite respondent's knowledge that his law license was in danger. All of these circumstances add up to the

conclusion that respondent knowingly misappropriated client funds and knew that he could offer no defense to that charge.

In addition, we find that respondent was guilty of gross neglect, lack of diligence, and failure to communicate with a client, based on his failure to obtain title insurance for Wang and his failure to inform him that he had not obtained title insurance and to return Wang's telephone calls, seeking information about the status of his matter, violations of RPC 1.1(a), RPC 1.3, and RPC 1.4(b).

The complaint also charged respondent with a second violation of RPC 1.15(a) (in addition to knowing misappropriation) for failing to safeguard client funds and a violation of RPC 1.15(b) for failing to notify a third party, presumably Acquired, upon receiving funds in which that person has an interest. Because the RPC 1.15(a) charge is subsumed in the knowing misappropriation charge and RPC 1.15(b) is inapplicable to the situation at hand, we determine that they should be dismissed.

As to count two, it is unquestionable that respondent failed to cooperate with disciplinary authorities. On three occasions, after the DEC secretary sent respondent a copy of the grievance, respondent requested extensions, promising to reply by deadlines of his own choosing. He neither met his self-imposed due dates nor submitted any reply at all.

Similarly, after Foster was assigned to investigate the Wang grievance, she sent respondent three requests for replies. He did not comply with any of the deadlines. Finally, on September 18, 2010, he sent a letter to Foster, representing that he had sent a $2,464 check to Acquired after the Wang closing. Notably, he failed to produce any evidence that he had sent that check. Respondent promised that he would contact the bank to determine whether the check had been deposited and that, thereafter, he would immediately contact Foster with an update. He did not communicate with Foster again.

Respondent's failure to cooperate in this matter represents his fourth violation of RPC 8.1(b). As noted above, we previously determined that respondent engaged in a pattern of frustrating the OAE's attempts to inspect his records. Unfortunately, that pattern continued in this case.

The complaint also charged, and the special master found, that, by representing that he had sent the check to Acquired and that he would contact Foster after obtaining information from the bank about whether the check had been deposited, respondent made a false statement of material fact to disciplinary authorities. Although unlikely, it is possible that respondent did send the payment to Acquired and that Acquired did not receive it. This finding is not inconsistent with our determination that respondent knowingly misappropriated the Wang funds because, once he was

informed that Acquired never received payment, he should have maintained the funds intact in his trust account. He did not. But the fact that Acquired did not receive the check is not clear and convincing proof that respondent did not send it.

Similarly, when respondent represented to Foster that he would contact her, after he reached out to the bank about the status of the check, he may have intended to follow up with her. His failure to do so does not amount to clear and convincing evidence that he made a misrepresentation to a disciplinary official.

The Rojas matter also clearly and convincingly presents a case of knowing misappropriation. In that matter, respondent received from Rojas two real estate deposits, totaling $40,000 – a $9,500 deposit, on August 13, 2007, and a $30,500 deposit, on March 11, 2008. As required, respondent deposited these funds in his attorney trust account. They were escrow funds, which respondent, as escrow agent, was obligated to maintain, on behalf of both the buyer and the seller, until closing of title.

Yet, on May 12, 2008, barely two months after receiving the $30,500 deposit, respondent issued a $129,480 check to Makis and Anna Kyriakatos, thereby reducing his trust account balance to $2,289.59, substantially less than the $40,000 that he should have been holding for Rojas at that time. When respondent so severely depleted his trust account, he invaded escrow funds in which both

his client, Rojas, and Garrido, the seller, had an interest. And respondent did so without the consent of Rojas and Garrido.

Thereafter, from May 21 through July 18, 2008, respondent negotiated a series of checks issued to himself. With one exception, the checks were not related to any client matters. By doing so, respondent further reduced the balance in his trust account to $300.54. We find that, by treating his trust account as his own personal account, withdrawing funds as he saw fit, all without the consent of Rojas and Garrido, respondent knowingly misappropriated escrow funds.

There can be no doubt that respondent was aware that both his client and Garrido claimed an entitlement to the $9,500 deposit.[5] On October 4, 2009, after it became clear that the real estate transaction would not go through, respondent represented to Rojas that he would return the $9,500 deposit, once he received authorization from Borow, Garrido's attorney. Obviously, respondent believed that the funds belonged to Rojas and did not anticipate any claim by Garrido. On December 10, 2008, however, Borow sent respondent a letter, claiming that Garrido had suffered damages from Rojas's breach of the real estate contract and objecting to the release of the funds to Rojas. Respondent, thus, was on notice

[5] Although respondent may have prematurely released escrow funds to Rojas when, on October 4, 2009, he refunded a portion of the $30,500 deposit to Rojas, without Borow's authorization, the complaint did not charge him with any misconduct in connection with that disbursement.

that Garrido claimed an interest in all or a portion of the $9,500 deposit. Yet, he had already invaded those funds, when he reduced his trust account balance to $2,289.59 several months earlier, by issuing the Kyriakatos check.

As in Wang, respondent contended that he had maintained the Rojas real estate deposit intact in his trust account. He asserted that he had not disbursed those funds because, in January 2009, his trust account had been frozen by Court order. We cannot accept respondent's contention. Because his trust account balance was as low as $339.59, in May 2008, and was in a negative state (minus $1.13), in September 2008, well after Rojas had given him the deposits totaling $40,000, it is obvious that he failed to maintain the Rojas funds inviolate in his trust account, as he was required to do, as escrow agent. Yet, he disbursed all of it for purposes unrelated to the transaction (for either his own benefit or that of another), without the consent of both Rojas and Garrido.

We, thus, find that respondent knowingly misappropriated escrow funds in the Rojas matter. As in the Wang matter and for the same reason, we dismiss the additional charged violation of RPC 1.15(a) (failure to safeguard client funds).

Because disbarment is the only appropriate sanction, as mandated by Wilson and Hollendonner, we vote to recommend the imposition of that sanction. In light of this finding, we need

not assess the suitable level of discipline for the balance of respondent's violations.

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: Isabel Frank
Isabel Frank
Acting Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Peter E. Manolakis
Docket No. DRB 13-330

Argued: February 20, 2014

Decided: March 26, 2014

Disposition: Disbar

Members	Disbar	Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Frost	X					
Baugh	X					
Clark	X					
Doremus	X					
Gallipoli	X					
Hoberman	X					
Singer	X					
Yamner	X					
Zmirich	X					
Total:	9					

Isabel Frank
Acting Chief Counsel