

SUPREME COURT OF NEW JERSEY  
Disciplinary Review Board  
Docket No. DRB 14-188  
District Docket No. XIV-2013-0485E

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IN THE MATTER OF  
MARY CRILLY IAZZETTA  
AN ATTORNEY AT LAW

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Decision

Argued: October 16, 2014

Decided: November 17, 2014

Isabel McGinty appeared on behalf of the Office of Attorney Ethics.

Adam J. Adrignolo 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 a two-year suspension and two six-month suspensions, filed by Special Ethics Master Timothy L. Barnes, Esq., based on his findings that respondent (1) knowingly misappropriated \$7,687.14 in net

proceeds from the sale of a condominium belonging to the estate of respondent's best friend's grandmother, a violation of RPC 1.15(a), RPC 8.4(c), and the principles of In re Hollendonner, 102 N.J. 21 (1985), and In re Wilson, 81 N.J. 451 (1979); (2) made multiple misrepresentations to the widower of her best friend (who died shortly after the grandmother's condominium was sold) and to representatives of the Office of Attorney Ethics (OAE); and (3) committed several recordkeeping violations.

For the reasons set forth below, we determine to dismiss the charges of knowing misappropriation and misrepresentations. We find only that respondent committed some recordkeeping violations, but determine to impose no discipline, on the principle of de minimis non curat lex.

Respondent was admitted to the New Jersey and Pennsylvania bars in 1986. At the relevant times, she maintained a law practice in Clinton. She has no disciplinary history.

The seven-day hearing in this matter took place on various dates between March 17 and May 19, 2011. The hearing proceeded mostly on circumstantial evidence, because the witnesses necessary to prove a direct case were deceased. The absence of these witnesses led to the introduction of a good amount of testimony on the character of respondent and of the widower of

her deceased friend, with each side bolstering its merits, while attempting to discredit the other.

Respondent maintained two New Jersey attorney trust accounts and two New Jersey attorney business accounts: one trust and business account at Peapack-Gladstone Bank ("P-G"), one trust account at Bank of America ("BoA trust account"), and one attorney business account at Unity Bank ("Unity business account").

In 1986, respondent met Susanann P. Mastrillo ("Susan") at the Office of the Public Defender, where respondent was an attorney in the appellate section. At the time, Susan provided administrative support to a then-Assistant Public Defender, John M. Cannel ("Cannel"), who, for many years, has authored The New Jersey Criminal Code Annotated.

Cannel testified that he had been Susan's supervisor from the 1970s up through her death, in 2007, when they both worked for the New Jersey Law Revision Commission, where he is the current Executive Director. During their more than thirty years as colleagues, Susan and Cannel developed a "close" friendship.

Respondent testified that she and Susan became best friends when they worked together at the Office of the Public Defender and that, as the relationship developed, they considered

themselves to be like sisters. Indeed, all witnesses, including Susan's second husband, grievant Phillip Dennis Mastrillo, agreed that respondent and Susan were extremely close.

Through respondent's friendship with Susan, she also came to know Susan's mother, Fern Solomon, and Susan's grandmother, Anna Allendorff. Respondent testified that she and Solomon had developed a "very close" relationship, to the point that Solomon was like a second mother to her. Mastrillo agreed that respondent "got along" with Solomon.

Mastrillo described Susan and Solomon's relationship as "one of the closest mother/daughter relationships" he had ever witnessed and remarked that Susan, Solomon, and Allendorff were all "very close" and "got along very well." As to his relationship with Solomon, Mastrillo testified that, although they had their "disagreements," they "got along for the most part." Contrarily, Susan's second cousin, Beverly Peal, a sergeant with the Scotch Plains Police Department, testified

that, although Solomon and Mastrillo "tolerated each other most of the time," the reality was that "[t]hey didn't get along."<sup>1</sup>

Tragedy befell Susan and her mother within a short period of time. In April 2006, Susan was diagnosed with lung cancer. Allendorff, her nonagenarian grandmother, died on August 22, 2006. That winter, Susan's mother, who had previously battled pancreatic cancer, was diagnosed with stomach cancer. Solomon's illness was brief. She died on January 14, 2007. Three months later, on April 27, 2007, Susan succumbed to her cancer, shortly after she had turned fifty-one years old.

Mastrillo and Susan married on February 13, 1993 and had one child, Morgan, who was likely born in 1996. Several witnesses portrayed Mastrillo as an uncaring, controlling, tight-fisted, even abusive husband, who possibly had a gambling problem and a lover on the side.

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<sup>1</sup> Admitted into evidence was a redacted certification of David Walters, a "very good" friend of Susan. Walters, who spent the last five days of Susan's life with her, rotating sleeping schedules with Mastrillo, stated that he understood from Susan that Solomon disliked and distrusted Mastrillo.

Over the years, the couple experienced financial problems, leading to bail-outs by Susan's friends. Respondent testified that, after Allendorff and Solomon died and Susan became executrix of Allendorff's estate, Mastrillo put "extreme pressure on Susan to settle the estate to get the money."

Similarly, Cannel testified that he understood from Susan that her financial relationship with Mastrillo was "[d]ifficult" because, she claimed, he gambled heavily and unsuccessfully and was compulsive about paying the bills on time, unlike Susan, who believed that "[y]ou pay them when you have to." Cannel testified that, for example, Mastrillo would take cash advances against one credit card to make payments on another card, which caused the couple's credit card debt to balloon.

When Mastrillo ran up debt, Cannel "bailed him out," upon Mastrillo's promise that "it would never happen again." When asked why he had done that, Cannel replied, "[T]hat's the kind of thing you do for a friend." When the Mastrillos' debt skyrocketed again, they declared bankruptcy.

Mastrillo's financial problems resulted in Cannel's holding mortgages on various properties. Cannel explained:

I held the first mortgage on the house that [Mastrillo] still lives in, there was a second mortgage when the credit card debt

got wildly out of control and there was a mortgage on [his] mother's house because that was necessary to save it from being lost in the bankruptcy and it was -- so, you know, hey, I haven't lost anything on it, I'm very pleased.

[7T14-5 to 13.]<sup>2</sup>

Cannel estimated that, throughout the course of his relationship with the couple, he had lent them "a little more" than \$300,000.

Cannel testified that Susan did not trust Mastrillo, when it came to money, because he was very controlling and she did not know "where it would go." Cannel also offered some examples of Mastrillo's stinginess, when it came to Susan's needs.

Specifically, at one point, during Susan's chemotherapy treatments, respondent told him that Susan needed a wig, because she had lost her hair. Susan could not afford to buy one, so Cannel did. In addition, Cannel knew that the Mastrillo house

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<sup>2</sup> "1T" refers to the transcript of the March 17, 2011 hearing. "2T" refers to the transcript of the March 24, 2011 hearing. "3T" refers to the transcript of the March 31, 2011 hearing. "4T" refers to the transcript of the April 18, 2011 hearing. "5T" refers to the transcript of the April 25, 2011 hearing. "6T" refers to the transcript of the May 5, 2011 hearing. "7T" refers to the transcript of the May 19, 2011 hearing.

"was a mess," because, on one occasion, when he went there to visit Susan, she refused to let him in because of its condition. According to Cannel, Susan could not clean the house, due to her health, "and no one else was cleaning" it.

For his part, Mastrillo testified that he never denied Susan money, which he always gave to her, when she needed it. He acknowledged that, on one occasion, he and Susan gratefully accepted Cannel's offer to have their house cleaned.

Cannel also testified about some violence that Susan had suffered at the hands of Mastrillo. He stated that, one day between December 2005 and March 2006, Susan came into the office with "visible signs of bruising." Initially, she told Cannel that the dog had pulled her down the stairs. Later, she admitted to him that she and Mastrillo had been in a fight and that he had hit her.<sup>3</sup>

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<sup>3</sup> Respondent's husband, Carmen Iazzetta, also testified that Susan had complained to him about Mastrillo's verbal abuse and gambling. Moreover, Carmen claimed that Mastrillo was controlling with the finances. On one occasion, Carmen offered to pay for Susan to have her hair done, but she rejected his offer, stating that Mastrillo would notice it and complain about the cost. Carmen concluded by stating that Mastrillo had  
(footnote cont'd on next page)



Cannel and Peal testified that Susan had also confided to them that she believed that Mastrillo was having an affair with another woman. According to Peal, on two occasions, Susan had left the marital home and moved in with Solomon. The first time, Susan stayed with her mother for a month or so, but returned home after she and Mastrillo had resolved their marital issues. A year-and-a-half later, Susan moved out again, in early summer 2006, after her cancer surgery. Peal added, however, that Susan had told her that, after she learned that she was ill, she realized how much Mastrillo loved her and questioned why she had doubted him.

Cannel testified that Susan did not trust Mastrillo to do the right thing, where the Mastrillos' daughter, Morgan, was concerned. He stated that, after it became clear that Susan was going to inherit money from the estates of Allendorff and Solomon, he had asked her, "repetitively," to establish a trust for Morgan. Susan was reluctant to do so, however, because

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(footnote cont'd)

"literally controlled" Susan and that he had "r[u]n her into the ground."

"that would indicate distrust" of Mastrillo and she did not want to "do anything that was major that would stir up problems."

Cannel also testified that Susan had shared with him that, even though she knew that Mastrillo would end up with control of their money after her death, she had "a lot of distrust of him right at the end associated with a number of personal problems."

Respondent testified that, over the years, she had handled a variety of legal matters for Susan and her family. Among other things, she did municipal court work for Susan's stepfather; she started working on, but did not finish, the stepfather's adoption of Susan; she represented Susan in a divorce from her first husband, as well as Susan and Mastrillo in their bankruptcy case; and she prepared a power-of-attorney for Allendorff. She did not charge any of the family members for work on the "small matters." They did pay her for the larger matters, such as Susan's divorce and the bankruptcy proceeding, but at a much lower rate than respondent would have charged other clients. Respondent testified that she would not have accepted "full value" for the services that she had rendered to Susan and her family.

Mastrillo acknowledged that, over the years, respondent had provided legal services to Allendorff, Solomon, and Susan,

"[f]rom time to time." Although he did not know whether respondent had charged Allendorff or Solomon for her services, he believed that she had never charged him and Susan for anything, including their bankruptcy matter and his 1992 speeding ticket.

A significant amount of testimony focused on what respondent did and did not do for Susan, in the last year of Susan's life. Respondent testified that, among other things, she took Susan to doctor appointments and acted as a liaison between the doctors and Susan, who had identified respondent as her sister, on her medical forms. For example, Susan's doctors enlisted respondent's assistance in supporting Susan to eat and reducing the distress caused by her worrying about Morgan.

Cannel testified that "[a]nything that [Susan] needed done at that point she relied on [respondent]." Susan had told him that respondent was transporting her to and from doctor appointments and that Susan's cousin may have taken her once.

Respondent's husband, Carmen, too, testified that respondent took Susan to doctor appointments "a lot." Respondent's "good friend," Linda Lauchaire, who had known respondent for about fourteen years, testified that, at least several times a week, respondent would "go and make sure that

Susan was getting some care and bringing her what she needed, taking her to doctors, looking in on the daughter, checking on the animals."

Although Mastrillo did not try to undermine respondent's character or her virtue as a friend to Susan, he and Susan's cousin, Peal, did offer testimony to call into question the depth of respondent's involvement in Susan's life, outside the bounds of the attorney-client relationship, particularly in the last year, when Susan was dying from lung cancer. Contrary to the testimony of respondent, Carmen, Cannel, and Lauchaire, Peal testified that, during Susan's last year of life, she was transporting Susan to and from doctor appointments and helping Susan with the care of Solomon and Morgan. According to Peal, during Susan's last week-and-a-half of life, Peal took Morgan into her home and would "constantly" take Morgan to visit Susan at Willow Creek Rehabilitation & Care Center ("Willow Creek"), where Susan received hospice care. Peal stated she also spent time with Susan at Willow Creek and that she had seen respondent with Susan at Willow Creek about two times, during the last week-and-a-half of Susan's life.

Contrary to Peal's testimony, Carmen testified that, when Susan was hospitalized, respondent had told him that Morgan

would be staying with them, which she did. He added that, between Susan's hospitalization at Saint Peter's University Hospital, in New Brunswick, and her death, Morgan spent almost every weekend with Carmen and respondent, who "tried to give her a home atmosphere" and keep her mind occupied. Lauchaire testified that, after Susan died, Morgan seemed to "always" be at respondent's home and that respondent and Carmen "pretty much were taking over . . . much of her care at that time."

Mastrillo placed in perspective his absence from the list of people who transported Susan to chemotherapy and doctor appointments. He testified that, when Susan was diagnosed with cancer, in April 2006, Solomon, who was retired, volunteered to take Susan to her chemotherapy treatments, so that Mastrillo could save his days off until Susan's cancer grew progressively worse. Mastrillo testified that Susan had agreed with Solomon's plan.

Mastrillo claimed that, after Solomon died, he and Susan's cousins, Nancy and Beverly Peal, took Susan to her chemotherapy appointments. According to Mastrillo, Susan had never told him that respondent had taken her to doctor appointments; only that she had visited Susan "many, many, many times."

What is undisputed is all that respondent did to assist Solomon and Susan in the administration of Allendorff's estate, professionally and as a friend, as seen below. After Allendorff died, in August 2006, respondent agreed to represent Solomon in the probate of the will. On September 8, 2006, she accompanied Solomon to the office of the Somerset County Surrogate's Office, where the will was admitted to probate and Solomon was appointed executrix of the estate.

When respondent and Solomon went to the Surrogate's Office, Solomon had not yet paid respondent a retainer for her services in the estate matter, although she had told respondent that she wanted to do so. Respondent paid the \$135 fee for probating the will and the cost of short certificates.

Respondent testified that, after the trip to the Surrogate, she and Solomon discussed Allendorff's will "several times." Allendorff's May 17, 2000 will left her Hillsborough condominium, certificates of deposit, and checking account to Solomon. She left her stocks to Morgan. With respect to the stocks that Allendorff had left to Morgan, in trust, Solomon gave respondent a small accordion folder containing some documents and instructed her to "figure out what stocks are there, how many shares and what needs to be transferred."

Respondent testified that it took her a "good 60 hours" to identify Allendorff's stock holdings, given "the trail of mergers" with some of the companies and to determine "what needed to get done." On October 2, 2006, she wrote to Solomon and identified the stock certificates and number of shares that Allendorff held on the date of her death. Respondent also drafted a simple trust, which "went back and forth a few times," between her and Solomon.

On October 30, 2006, respondent wrote to Solomon and, among other things, thanked her for the "\$500.00 retainer." Respondent testified that Solomon had insisted on paying her for the work she was doing on behalf of the Allendorff estate because, in Solomon's view, it had gone "above and beyond just small minor services." According to respondent, they agreed on "an oral retainer" and to "settling up" when the work was finished. Respondent explained: "There were so many things that were transpiring at this time that it was not something that [Solomon] and I focused on for the . . . actual fee." For example, respondent's notes of a November 6, 2006 telephone conversation between her and Solomon, a week later, indicated that Solomon's health was "not good."

Allendorff's estate included the Hillsborough condominium where she lived, at the time of her death. Apparently, Solomon was anxious to list the condo for sale. Respondent testified that, because Allendorff was "quite elderly" when she died, the condo "had lapsed into non upkeep." Solomon asked respondent to assist her in facilitating "some general nonstructural repairs" to the condo, because Solomon was now transporting Susan to and from her chemotherapy treatments and tending to Susan's and Morgan's needs and because Solomon did not know or trust anyone who could do the work. Knowing that respondent's husband, Carmen, was "in construction," Solomon asked respondent if he could perform the work.

Carmen testified that, at the time that respondent asked him to make the repairs, he was too busy. He, therefore, called his cousin, Frank Sorvillo, who agreed to send someone else to do the work. Sorvillo asked to be paid in cash. Respondent authorized the work several days later and asked Carmen to arrange for the work to be done. Carmen stated that respondent knew Sorvillo only through him, they did not socialize, and that he had not mentioned Sorvillo's name to respondent in connection with the work on the condo.



According to respondent, Solomon had agreed to have someone other than Carmen do the work and also agreed with the oral estimate of under \$1000. The work was completed in October 2006, at a cost of \$958, as reflected on a handwritten invoice from Alternative Const. Inc., which Carmen paid in cash.

Respondent testified that the repairs made by Alternative Construction created a lot of dust, on top of what already had accumulated as a result of Allendorff's inability to clean the condo. Neither Solomon nor Susan could do so because of their illnesses.

Respondent's notes from her November 6, 2006 telephone conversation with Solomon reflected that Solomon had approved the work performed by, and payment to, Alternative Construction and that the condo would have to be cleaned. Respondent testified that either Solomon or Susan had found a woman named "Maria" to clean the condo. Solomon told respondent the date and time that Maria would be there and gave her the key to the condo, so that she could let Maria in. Solomon told respondent that the cost would be \$250 and authorized respondent to pay Maria that amount, when respondent met Maria at the condo. Respondent paid Maria directly, in cash, at that time.

Respondent produced a receipt, reflecting that \$250 had been paid for Maria's service. Respondent testified that she had received the receipt from either Solomon or Susan.

As stated previously, Solomon passed away on January 14, 2007. Susan, her only child and sole heir, told respondent that "she was getting pressure to list the house," presumably from Mastrillo, and asked respondent to represent her in its sale. She also asked respondent to "handle, represent and help her with" Allendorff's and Solomon's estates.

Respondent told Susan about a conversation that she had had with Solomon about using Weichert Realtors, because one of its agents, Rosemarie Platt, had agreed to a reduced commission. Respondent took Susan, who was pleased that some money would be saved, to meet with Platt and arrange for the listing of the condo. On January 21, 2007, the condo was listed for sale with Weichert.

On February 8, 2007, respondent took Susan to the Somerset County Surrogate's Court, where Susan was appointed substitute administratrix of Allendorff's estate and executrix of Solomon's estate. The fees related to both matters totaled \$235. At Susan's request, respondent paid both invoices, with a single Unity Bank business account check.

It appears that the condo was sold quickly. Respondent testified that the buyer's home inspection uncovered some items that the buyer wanted to be addressed, prior to the closing. None of the items had anything to do with the repairs made by Alternative Construction, back in October 2006. Respondent and the buyer's attorney, J. Daniela Fama, testified that, due to Susan's health and "the urgency of getting the house sold," Susan and the buyer had agreed to a \$4000 credit, in lieu of making the repairs.

The agreement of sale required the condo to be turned over in broom-clean condition, free of all furniture. At Susan's request, respondent and Platt agreed to call a number of charities to ask them to take away the furniture. However, none of the organizations could remove the furniture, for various reasons. Thus, upon Susan's authorization, a business called Adaptive Cleaning was hired to remove the furniture, at a cost of \$900.

The furniture was removed during the weekend preceding the March 26, 2007 closing. Respondent paid the bill with her Visa card, because that was the only method of payment accepted by Adaptive Cleaning and because Susan did not have a credit card available to her.

Respondent testified that the seller had to obtain from the Hillsborough Township Board of Fire Commissioners a certificate of smoke detector and carbon monoxide alarm compliance, prior to the closing. She discussed this matter with Susan, who was aware of that requirement. The cost of obtaining the certificate was \$125, which respondent paid with a Unity business account check.

Meanwhile, respondent had retained Arminda Collucci to provide office and secretarial support in connection with the Allendorff matter, in general, and the real estate closing, in particular. Respondent and Susan discussed Collucci's \$650 fee, which was less than what Collucci would have charged somebody else and less than the value of the work that Collucci had done for the estate. Susan authorized the payment of Collucci's fee, which respondent paid with a trust account check, from the proceeds generated by the closing.

With respect to the expenses related to the closing, in general, respondent testified:

Oh, yes, I called [Susan] every day about these expenses. We went over them repeatedly, we had numerous discussions over the expenses that were incurred from her mother handling her grandmother's estate, we went over it line by line, item by item,

there was nothing that Susan and I didn't discuss.

[6T103-19 to 25.]

Respondent testified that Susan did not want to attend the March 26, 2007 closing, but that, instead of granting Mastrillo power of attorney to act on her behalf, Susan had signed an "authorization to close" form, prepared by respondent, that allowed respondent to appear at the closing and sign documents on Susan's behalf. On the morning of the closing, respondent met with Susan at Susan's house, arranged for her to sign the necessary documents, including the deed and affidavit of title, and explained all the expenses and fees that Susan had authorized, which would be deducted from the closing proceeds.

The HUD-1 for the March 26, 2007 closing reflected a \$175,000 purchase price, no mortgage pay-offs, no attorney's fee to respondent, and \$153,548.53 in net proceeds due to the seller. Respondent testified that, although she typically charged between \$900 and \$1500 for a closing, no fee appeared on the HUD-1 because she and Susan had "agreed that we would handle the fee at the end of the estate matters." Respondent explained that, at the time, Susan was aware of all the work that respondent had done on behalf of Solomon, for which respondent

had not been compensated and for which Susan wanted to pay respondent "something." As with Solomon, respondent and Susan agreed to "wait until everything was resolved and obvious [sic] it would not be anything near what an arms length nonfamily member would be charged."

A few days after the closing, respondent created a document, which she called an "amendment," after Susan had asked her for a list of expenses involved with the estate that were to be paid outside of closing.<sup>4</sup> That document listed the following figures:

Proceeds	\$153,548.53
Deposit	[+]8,000.00
Net Closing	\$161,548.53
Less Expenses Paid	
on behalf of Estate:	\$ 6,357.93
Mortgage payoff:	\$ 3,789.21
Estate/Inheritance	
Reserves:	\$ 4,000.00
Net Closing Proceeds	
to client:	\$147,401.39

[Ex.R47.]

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<sup>4</sup> The witnesses referred to this document as an addendum, but, because there was an actual addendum to the listing agreement, the term "amendment" will be used to describe the list of expenses.

Respondent testified that Susan signed the amendment in front of her, while Susan was in Saint Peter's, where she had been admitted, on March 29, 2007.<sup>5</sup> Because the amendment was prepared and signed after the closing, it was not made a part of the HUD-1.

On April 3, 2007, the day after Susan had been transferred to Willow Creek, respondent issued a P-G trust account check, payable to Susan, in the amount of \$147,401.39. She mailed the check and the amendment to Susan, at her home address. Because Susan was in Willow Creek at the time, Mastrillo opened the envelope that contained the check and the documents.

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**I. The Charge of Knowing Misappropriation of Allendorff Estate Escrow Funds**

As shown above, the first deduction listed on the amendment was \$6,357.93, representing the amount that respondent had paid on behalf of the estate. Only \$3253 of that amount represented actual costs incurred by the estate.

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<sup>5</sup> Susan turned fifty-one on March 26, 2007. Three days later, she was admitted to Saint Peter's. On April 2, 2007, Susan was transferred to Willow Creek, where she remained until her death, on April 27, 2007.

The remaining \$3,104.93 represented an estimate for the replacement of the carpet in respondent's house that had been destroyed by Solomon's dog, which respondent had agreed to take into her home while she searched for a new owner for it. As shown below, Susan had insisted on paying for the carpet out of the monies that she was to inherit from the sale of the condo. Although the carpet was replaced at an actual cost of \$3,997.40, respondent did not collect the difference.

The \$3253 in actual costs incurred by the estate were as follows:

<b>Expenses</b>	<b>Check Date</b>	<b>Posting Date</b>	<b>Check No.</b>	<b>Payment</b>
Somerset Surrogate	09/08/06	09/12/06	745	\$ 135.00
Somerset Surrogate	02/08/07	09/12/06	836	\$ 235.00
Hillsborough Fire Commission	03/26/07	04/02/07	845	\$ 125.00
Arminda Collucci	04/00/07	04/00/07	Cash	\$ 650.00
Alternative Construction	10/06/07		Cash	\$ 958.00
House cleaning			Cash	\$ 250.00
Adaptive Cleaning	03/24/07		Visa	<u>\$ 900.00</u>
Net expenses paid on behalf of estate				\$3,253.00

[Ex.J13.]

Respondent testified that all \$6,357.93 in expenses had been incurred with the authorization of Solomon and Susan. OAE disciplinary auditor Raymond R. Kaminski testified that, with



the exception of Maria, he talked to every vendor and confirmed that they did the work, billed for it, and were paid in the manner claimed by respondent.

As for Maria, all that was known about her was her first name. Thus, Kaminski asked Platt about the condition of the condo, when it was listed for sale. Platt stated that, when she inspected the condo, it was "very clean" and, therefore, she did not know why a cleaning was required.<sup>6</sup>

When Kaminski asked respondent for information about Maria, respondent told him that she only knew her first name. She did not know her telephone number, how she was contacted, or who had recommended her. As stated before, Maria was paid in cash.

Respondent testified that she reimbursed herself for the \$6,357.93 in expenses, in two payments. On March 28, 2007, she issued a \$4000 BoA trust account check to herself. On April 17, 2007, she issued a \$2,387.14 P-G trust account check to herself. She attributed to a mathematical error the \$29.21 difference between what she took and what was owed.

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<sup>6</sup> Obviously, Platt did not know that Maria had cleaned the condo, in November 2006.

The next deduction on the amendment to the HUD-1 was the \$3,789.21 "mortgage payoff." This figure and the deduction were the subject of extensive testimony.

By way of background, prior to the closing, the buyer's title search had uncovered an open mortgage on Allendorff's condo, in the amount of \$22,900, to Hart Construction Corp., which had been recorded on December 1, 1983. As discussed below, respondent testified that, prior to the closing, Bona Fide Title Services, Inc. had removed the exception, on the representation that the open mortgage would be handled through the estate. The title company requested that respondent "hold proceeds in order to satisfy any claims of the estate that . . . could ultimately potentially emerge or surface." According to respondent, however, she still did not know, at that time, whether the estate owed money on that mortgage. She testified that the issue had shifted from being a "real estate issue" to "an estate issue."

According to respondent, Susan had given her the \$3,789.21 figure. She did not know where Susan had obtained that figure and she did not ask her. Susan simply asked respondent to give her that amount of money, in cash, so "she could take care of . . . an estate debt." At the ethics hearing, respondent conceded

that it was a "poor choice of words" to characterize the \$3,789.21 as a mortgage pay-off, on the amendment.

Respondent told Susan that she would give her whatever amount she wanted, because it was her money. At that point, Susan asked respondent to give her an even \$4000. While Susan was hospitalized at Saint Peter's, respondent gave her the cash in a white envelope. Susan, who, according to respondent, was alert at the time, put the envelope in a drawer.<sup>7</sup> Respondent did not know what Susan did with the \$4000, until after the grievance against her was filed.

To get the \$4000 to give to Susan, respondent issued two \$2000 BoA trust account checks, one payable to herself and the other payable to cash. She could not remember why she had not issued a single \$4000 trust account check to herself. She explained that, at the time, a lot was going on with her own

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<sup>7</sup> According to the certification of Susan's friend, Walters, during the months and even in the days preceding Susan's death, she was "coherent and lucid." For example, "she was aware of who was visiting her; recalled each visitor's name; was aware of the time of day, including her medicine schedule; and, even though it was extremely difficult and painful for her, engaged in conversations with [Walters]; she recognized and understood her health situation."

life. She was caring for Susan and Morgan, "who was repeatedly living at [respondent's] house," in addition to respondent's own children, all while trying to work. At the same time, respondent had been told that she had breast cancer.<sup>8</sup>

As it turned out, Susan did not use the money to pay off any debt, including the Hart Construction mortgage. Instead, unbeknownst to respondent or anyone else, she gave it to respondent's husband, Carmen.

Carmen, who claimed to have had a friendship with Susan that was independent of Susan's friendship with respondent,<sup>9</sup> testified that he visited Susan once at Saint Peter's. He was there for about fifteen to twenty minutes. They were alone. During that visit, Susan directed Carmen to open a drawer that

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<sup>8</sup> The diagnosis was in late December 2006/early January 2007. In the fall of 2007, however, respondent was told that she did not have cancer.

<sup>9</sup> According to Peal, Susan "tried to be friends" with Carmen because he was married to respondent, but she really considered him more of an acquaintance. They did not have a "special friend relationship" and "[t]here were times where over the years" Susan would tell Peal that she "didn't totally trust" Carmen.

contained an envelope, which he handed to her. Carmen continued:

I handed it to her and she says to me I want you to -- she says I want to give you this envelope and I want you to give it to my daughter at the age of [21]. I had no clue as to what the heck it was. She says to me just tell her that I love her and maybe I'm reversing the words but it's not much, tell her I love her, that's what it was and I don't want you saying a word to no one [sic] and I do not want [Mastrillo] to know because he'll probably take it.

[5T84-18 to 5T85-2.]

According to Carmen, Susan's state of mind was "very clear," at the time of this discussion. When Carmen left Susan's room, he realized that she had given him "like her last words almost to her daughter." He put the envelope in his pocket, assured Susan that Mastrillo would never know about it, went home, and put the envelope in the basement rafters, which he believed to be "the safest place." He never asked Susan what was in the envelope, although he "kind of figured what was in it." Prior to Susan's death, Carmen did not mention the envelope to respondent, because Susan had told him not to tell anyone.

Carmen testified that, after respondent retained counsel in this matter, he went with her to appointments "several times" to

provide "moral support." At one such appointment, respondent and her lawyer, Loren L. Speziale, were discussing \$4000 in cash. It occurred to Carmen that perhaps the envelope that Susan had given to him contained that money. After struggling with whether he should break his promise to Susan not to tell anyone, he eventually disclosed the existence of the envelope. Carmen retrieved the envelope, which he had never opened, and turned it over to the lawyer's firm. The envelope was opened at the disciplinary hearing, where the parties stipulated that it contained \$4000 cash.

The final deduction identified on the amendment was in the amount of \$4000, which was characterized as "estate/inheritance reserves." Respondent explained that the \$4000 "reserves" were set aside at the title company's request. Susan and respondent had agreed that it would be a wise thing to do, rather than to simply deplete the account. Ultimately, respondent disbursed the \$4000 to Mastrillo, after Susan died. At the time of that disbursement, however, the sub-account balance for the estate was only \$1700. To make the trust account whole, respondent deposited \$2300, which represented part of her fee for "the Sherwell closing."

Respondent explained that the sub-account balance was \$1700 because, at Susan's direction, she had used \$1300 of the \$4000 reserve to pay her office rent:<sup>10</sup>

Susan and I had always discussed her wanting to pay me for the work I did in connection with the estate, handling the estate and the services I rendered for her grandmother's estate through Fern and then also herself including the closing. Frankly I was more concerned with her physical well being during the course of all of this than payment of a fee. She always asked me to take a fee but I said, you know what, Susan, let's just wait until we're all finished with the work and then we'll settle on something. At one point she kept insisting and she said, well, I want to help with something to pay for the work that you did and I said, well, you can pay my rent and she said, great, how much. I said I think it was \$1300 and she said, perfect, I'll pay your rent, just take it out of whatever money is held in the trust account and we'll -- I said, we'll agree that that was my compensation.

[6T147-13 to 6T148-7.]

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<sup>10</sup> \$4000 - \$1300 = \$2700. The sub-account balance dipped to \$1700, however, leaving an additional \$1000 unaccounted for. There was no testimony about the \$1000. Respondent was not charged with misappropriating those funds.

Respondent then took \$1300 and paid Leigh Properties for her office rent.

In December 2009, Kaminski asked respondent to identify the source of the \$2300 deposited into the P-G trust account, on June 25, 2007. She told him that the funds represented what she would have been paid as a fee in a real estate closing for her clients, the Sherwells. Kaminski acknowledged that, because Susan is deceased, the OAE could not corroborate or refute respondent's testimony about the \$1300. However, he went on to testify about the Sherwell closing, which, the OAE claimed, called respondent's version into question.

We did not consider Kaminski's testimony with respect to the Sherwell closing. First, respondent was not charged with knowing misappropriation in that case. Second, the client in that matter did not testify. Third, and more importantly, respondent was precluded from addressing Kaminski's claims, during her testimony, which followed Kaminski's, because, the special master ruled, it was not "pertinent."

Kaminski acknowledged that respondent was entitled to a \$2750 fee for the Sherwell closing, which had taken place on June 11, 2007, the same date that respondent had issued the \$4000 trust account check to Mastrillo.



The final deduction on the amendment was \$3,104.93, representing the Hollywood Floors estimate for replacing the carpet in respondent's house. When respondent prepared the amendment, she did not yet know how much the cost would be to remediate the damage that Solomon's dog had done to the carpet.<sup>11</sup> Respondent testified that Susan was aware of the damage and that she wanted to pay for new carpet for respondent's home, whatever the cost. Mastrillo testified that respondent had never told him about the carpet damage but that, in any event, the Iazzettas knew that the dog was untrained and, therefore, the damage was their fault.

The actual replacement cost turned out to be \$3,997.40. Respondent explained that, although Susan had agreed to pay this amount, she had reimbursed herself for only the original estimated cost.

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<sup>11</sup> Substantial testimony was elicited about the dog and the carpet. By Carmen's, respondent's, Cannel's, and Lauchiere's account, the dog was a terror and, whether by design or accident, it considered the Iazzetta house its toilet. All of Carmen's efforts to anticipate the dog's needs and to isolate the dog had failed. The carpet was ruined. Eventually, respondent found a home for the dog.

Respondent testified that, during the time that she represented the Allendorff estate, her hourly rate was between \$150 and \$200. She estimated that she had spent eighty hours working on estate matters, other than the real estate closing. With the \$500 retainer from Solomon, plus the \$1300 in rent that Susan had authorized her to pay out of the proceeds of the sale of the condo, she had received a total of only \$1800 for the services that she had provided to Solomon and Susan in connection with the Allendorff estate.

Respondent testified that, after Susan died, Mastrillo began to call her "about the files." Unsatisfied with respondent's answers to his questions, Mastrillo informed her that her services were no longer required and that he had retained another attorney. Ultimately, Mastrillo filed a grievance against respondent.

Kaminski offered his analysis of respondent's two trust accounts, which he had prepared for the work that respondent had performed for the Allendorff estate, after Susan had been appointed executrix. Kaminski's analysis began with respondent's March 28, 2007 deposit of the \$153,548.53 in the P-G trust account, representing the sale proceeds from Allendorff's condo. (The buyer's \$8000 deposit was maintained

in respondent's BoA trust account.) Five days later, respondent issued a \$147,401.39 P-G trust account check to Susan, which posted to the account on April 10, 2007, leaving a ledger balance of \$6,147.14. Also on April 10, 2007, a \$285 P-G trust account check posted to the account, thereby reducing the ledger balance to \$5,862.14.<sup>12</sup> The next day, a \$475 check issued to the estate's accountant posted to the account, further reducing the ledger balance to \$5,387.14.

On April 25, 2007, the \$2,387.14 P-G trust account check, issued to respondent, cleared the account. The ledger balance was now \$3000.

On April 26, 2007, P-G paid the April 10, 2007 \$1300 trust account check issued to Leigh Properties for respondent's office rent. This reduced the ledger balance to \$1700. After respondent deposited \$2300 into the trust account and the \$4000 check to Mastrillo was cashed, on June 29, 2007, the ledger balance zeroed out.

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<sup>12</sup> Respondent testified that the \$285 payment, which Susan had authorized, was for installation of the carbon monoxide detector and smoke alarm and the placement of a fire extinguisher, which were required prior to the sale of the condo.

Kaminski concluded that, in total, respondent had taken \$11,687.14 from the Allendorff closing for her personal benefit.

## **II. The Charge of Misrepresentations to Mastrillo and to the OAE**

The complaint charged respondent with having misrepresented to Mastrillo and to the OAE information about Alternative Construction and the status of the mortgage on the Allendorff condo. In addition, it charged respondent with having misrepresented to Mastrillo the date of closing on the sale of the Allendorff condo, the existence of a fee agreement between her and Solomon and Susan, her promise to submit a copy of the mortgage pay-off letter to him, and the purpose of a \$1530 trust account check to Collucci, a copy of which she gave to Mastrillo. We address first the alleged misrepresentations to Mastrillo and the OAE regarding Alternative Construction.

Kaminski testified that, in a July 9, 2007 letter to Mastrillo's lawyer, Richard Sasso, respondent stated that she did not have a telephone number for Alternative Construction. In addition, at the August 19, 2008 OAE interview, respondent told Kaminski that she did not have a telephone number for Alternative Construction and that "the only contact information for the company is the address listed on the invoice." She

claimed that she could not recall who had recommended Alternative Construction or "how she was able to contact the individual, although she paid \$958 cash and was given a handwritten invoice for the work performed." Kaminski stated that, at no time during the investigation, did respondent ever disclose that Alternative Construction was her husband's cousin's business.

When Kaminski located Alternative Construction, he learned that Sorvillo is Carmen's cousin and that Alternative Construction, through a subcontractor, had completed the work at the Allendorff condo. When Kaminski confronted respondent with this information, he "believe[d]" that she "said something that she wasn't going to bend over backwards for [Mastrillo] to give him that information but she didn't explain why she didn't give it to [the OAE]."

At the ethics hearing, respondent explained that she had only seen Sorvillo "maybe twice at this point." She did not socialize with him and did not know either his telephone number or where he lived. Indeed, she never had a telephone number for either Alternative Construction or Sorvillo.

With respect to the alleged misrepresentations to the OAE, respondent testified that she did not have contact

information for Alternative Construction. She simply repeated that fact to the OAE and suggested that they talk to Carmen, if they required the information.

Respondent's alleged misrepresentations about the existence or non-existence of a mortgage on the condo was the subject of extensive testimony. She denied having misrepresented to the OAE the status of a mortgage on the condo.

To begin, Mastrillo testified that Solomon and Susan often mentioned that there was no mortgage on Allendorff's condo. In turn, respondent testified that, after Allendorff died, Solomon stated that she was not certain whether the estate had any debts, including a mortgage.

CPA George P. Gillmore, of Gillmore, Gillmore and Graham, a Westfield public accounting firm, was retained to prepare the New Jersey inheritance tax return on behalf of the Allendorff estate and to "get the waiver forms for the stocks." Kaminski testified that, when he interviewed Gillmore, the accountant told him that no mortgage was listed on the inheritance tax return, because respondent had told him that the estate had no debts, including a mortgage.

Respondent testified that, after a discussion on the issue of the estate's debts among respondent, Solomon, and Gillmore,

"it was decided that there were no debts" and that, if a debt "subsequently came up," an amended return would be filed. On October 30, 2006, respondent wrote to Gillmore, listed the estate's assets, and stated that "[t]here were no debts of the estate."

Kaminski also interviewed Platt, who told him that, when she met with respondent and Susan to list the property, in January 2007, both of them stated that the condo was "free and clear of any debt." Platt testified that the section of the addendum to the listing agreement that requested information about any mortgages on the property was blank, because she was "sure" that the question of whether there was a mortgage had come up, when she had met with respondent and Susan, and because one of them had said there was none. Platt asserted that, if she had been told that there was a mortgage on the property, she would have recorded that information on the addendum.

Respondent explained that the mortgage section of the addendum was left blank because the existence of a mortgage was "uncertain" and, therefore, "zero" could not be listed. Admittedly, a title search had not been run on the condo at this point. Respondent testified that, when Solomon was the executrix of the estate, she did not want to pay to have a title

search run because she knew that the buyer would do so, at which time "we would handle it."

Despite Solomon's belief that there probably was not a mortgage on the condo, Bona Fide Title's title insurance commitment identified the Hart Construction mortgage as "open." Respondent told Susan that she would talk to the title company "to determine how we could resolve it."

On February 5, 2007, the buyer's attorney, Fama, of the Carl D. Gensib firm, wrote to respondent and, among other things, requested "all payoff information for any existing mortgages." In reply to Fama's letter, on that same date, respondent stated that "[t]here is no mortgage on the property."

In Fama's view, respondent had probably initially denied that there was a mortgage on the condo either because she was not aware of one or because that is what her client had told her. When the mortgage was located, respondent sent a fax to Fama, on March 16, 2007, stating that "[w]e are working on obtaining the discharge for the Hart Construction Mortgage." According to Fama, the language of Susan's affidavit of title, specifically, the claim that the Hart Construction mortgage "is no longer a lien on the captioned property," meant just that. Indeed, Bona Fide Title ultimately omitted the exception for the



mortgage. Thus, in Fama's view, the existence of a mortgage was not an issue at the time of the closing.

Respondent explained that, pursuant to the instructions of Bona Fide Title representative Terry Gass, Susan's affidavit of title stated that the Hart Construction mortgage "is no longer a lien on the captioned property." This permitted the exception to be removed and the buyer's mortgage to be a first lien.

According to respondent, even at the point of closing, she remained unaware of whether the Allendorff estate actually owed money on the Hart Construction mortgage. Susan had told her that she would handle the mortgage "as part of the administration of [Allendorff's] estate." Respondent did not question her about it. Fama testified that she had remained in touch with the buyer, who had never mentioned that someone had contacted her about an open mortgage on the condo.

Mastrillo testified that, when he opened the envelope addressed to Susan, which contained the HUD-1 and the amendment, and reviewed the documentation, he saw the \$3,789.21 mortgage pay-off on the amendment. He became confused, however, when he noticed that no outstanding mortgage was identified on the HUD-1.

Mastrillo testified that, in response to questions about the transaction, respondent told him that, "as far as she was

concerned, there was a mortgage pay-off." When he pressed her, because Susan and Solomon had told him that there was no mortgage on the condo, respondent stated that a mortgage had been uncovered. With respect to the absence of the mortgage pay-off on the first page of the HUD-1, Mastrillo testified that respondent told him that sometimes the mortgage pay-off is identified on the HUD-1 and sometimes it is not.

According to Mastrillo, although he asked respondent for a copy of the mortgage pay-off letter on approximately ten to twelve occasions, always by telephone, she never provided it to him. He testified that he continually asked her questions, but that she would become agitated with him. During one conversation, which was on a Saturday, respondent told Mastrillo that she did not have time "for this" and that "you'll get the information when I get it to you."

On June 11, 2007, Mastrillo sought the services of Sasso and "let him handle everything from then on." Mastrillo testified that, during his prior communications with respondent, she never told him that she had given any money to Susan and never explained the expenses that were listed on the amendment. He claimed that he still has not seen a mortgage pay-off letter.

Sasso identified a HUD-1 for the closing on the Allendorff condo, provided to him by the Graham Curtin law firm, which represented respondent in this matter, at one time. Sasso testified that this HUD-1 was not the same as the HUD-1 that respondent had given to Mastrillo, in that it did not reflect the settlement date and was not signed by the necessary parties. Sasso pointed out that, despite the differences in the two HUD-1s, neither identified an existing mortgage on the property and neither listed a fee for respondent's services for the transaction. With respect to the amendment, which was signed by Susan after the closing, Sasso could see no reason why money had to be reserved.

According to Sasso, Susan had executed an affidavit of title representing that the Hart Construction mortgage on the property was "no longer a lien." On June 11, 2007, after he had reviewed the amendment and Allendorff's tax return, which represented that the estate had no debts, he wrote a letter to respondent. Among other things, the letter requested copies of receipts supporting the \$6300 in expenses, the mortgage pay-off statement, the return of the \$4000, which respondent had told Mastrillo represented "an escrow for the transfer of the stock certificates," and the closing documents.

Respondent denied ever having told Mastrillo that the \$4000 was an escrow for the transfer of stock certificates.

In reply, respondent sent Sasso a copy of the tax return, with receipts, and a \$4000 check "for the inheritance escrow." She explained that "[a]ll disbursements were made at the direction of or directly to either" Solomon or Susan. Sasso testified that the letter did not include a copy of the mortgage pay-off letter or a bill for respondent's legal services to the estate.

In a June 26, 2007 letter, Sasso asked respondent for copies of (1) the mortgage pay-off letter, (2) the check representing payment of the mortgage, (3) the transmittal letter remitting payment, (4) the fully executed closing statement, and (5) the retainer agreements between respondent and both Solomon and Susan, and (6) information pertaining to the charges for Alternative Construction, Maria, Adaptive Cleaning, and Hollywood Floors.

In a letter to Sasso, dated July 9, 2007, respondent replied, in part:

1. I do not have the mortgage payoff letter.
2. Enclosed is another copy of the settlement statement.

3. If I chose [sic] to bill for my services, I will provide the retainer details.

4. Enclosed is the billing statement for Adaptive Cleaning Services.

5. The person who cleaned is named Maria. I do not have a last name.

6. I do not have a telephone number for Alternative Construction.

7. Hollywood Carpet replaced my carpets due to the extreme feces damage from Fern Solomon's and Susan Mastrillo's dogs.

As I previously stated, all disbursements were made at the direction of or directly to either Fern Solomon or Susan Mastrillo.

As I previously stated, if you have any questions, please call.

[Ex.P55.]

According to Sasso, the HUD-1 attached to this letter was the second HUD-1 that had been produced, which contained the date of closing and the signatures of the parties. Yet, unsatisfied with respondent's answers, Sasso wrote to her again, on July 16, 2007, insisting on additional information about the mortgage and the charges mentioned in his previous letter.

Sasso never received the requested mortgage pay-off letter, trust ledger sheet, statement of services, or the retainer

agreement. Having heard nothing from respondent, on July 16, 2007, Sasso wrote to Carl D. Gensib, whose firm had represented the buyer of Allendorff's condo, and asked him about the \$3,789.21 mortgage pay-off. Eight days later, Fama replied, via fax, that she did not know what the \$3,789.21 represented, because the open mortgage "was omitted by the title company" and, therefore, "no monies were collected to pay this mortgage, as none were due."

On July 24, 2007, Sasso wrote to respondent a final time and asked for a copy of the trust ledger and the front and back of all checks listed on it. He then received a call from Graham Curtin attorney Christopher J. Carey and, from that point on, dealt exclusively with that firm.

On July 31, 2007, Sasso sent to Carey the first HUD-1 and a copy of Fama's July 24, 2007 fax to Sasso. Receiving no reply, Sasso wrote to Carey, on August 23, 2007, informing him that Mastrillo would accept nothing less than \$12,536.64 and a release from respondent "to close this matter." Sasso warned that, unless, respondent complied with these demands, he would file a malpractice claim. A follow-up letter was sent to Carey, on August 30, 2007.

On September 5, 2007, Graham Curtin attorney Loren L. Speziale wrote to Sasso, apologized for the delay in replying to his August 23 and August 30, 2007 letters, and informed him that "this office is in the process of finalizing the reconciliation for the real estate transaction handled by [respondent] on behalf of the Estate of Anna Allendorff and we anticipate providing you with a response to your inquiry by next week."

By September 14, 2007, Sasso had not heard further from Speziale. Also, Mastrillo was confronting Sasso about the fees he was incurring, with no results. Sasso then wrote a letter to Speziale on that date, told her to forget about providing the reconciliation and the requested documentation and cautioned that, per Mastrillo's instruction, if the terms of Sasso's August 23, 2007 letter to Carey were not satisfied by September 21, 2007, Mastrillo's "offer to resolve this matter will be withdrawn and he will file a formal claim against" respondent.

On that same date, Speziale wrote a letter to Sasso, most of which was "news" to him. The letter stated, in pertinent part:

Specifically, your client, Dennis Mastrillo, has requested information verifying disbursements for a "Mortgage payoff" and "Expenses Paid on Behalf of the Estate," which were made by Ms. Iazzetta at the

direction of Susan Mastrillo ("Ms. Mastrillo") as Executrix of the Estate of Anna Allendorff. Please accept the following in response thereto.

With respect to the "Mortgage payoff" in the amount of \$3,789.21, as you were previously advised by Ms. Iazzetta, Ms. Iazzetta was first informed about the open mortgage on the property by Fern Solomon, the mother of Ms. Mastrillo and the daughter of the late Ms. Allendorff, at the time Ms. Solomon was the executrix of the Estate of Anna Allendorff. Before the administration of the Estate of Anna Allendorff was completed, Ms. Solomon passed away and, as a result, Ms. Mastrillo became the sole beneficiary of her mother's estate, the Estate of Fern Solomon, and her grandmother's estate, the Estate of Anna Allendorff. At that time, Ms. Mastrillo also assumed the position of executrix of the Estate of Anna Allendorff.

In her capacity as executrix, Ms. Mastrillo advised Ms. Iazzetta that she had personally inquired into the open mortgage on the property, that she had resolved the issue and would require \$3,789.21 to pay off the mortgage. Ms. Mastrillo confirmed with Ms. Iazzetta that she would personally handle the mortgage payoff following the sale of the property. Upon learning this information, Ms. Iazzetta confirmed with the title company that the open mortgage was an estate issue and that it did not have to appear on the HUD-1. The closing of title took place, thereafter, on March 26, 2007 between the Estate of Anna Allendorff and the purchaser of the property.

Following the closing of title on the property, the sale proceed funds were held



by Ms. Iazzetta in an escrow account captioned "Susan Mastrillo." Thereafter, in accordance with Ms. Mastrillo's instructions regarding the amount as well as the manner and form in which the funds for this payoff were to be disbursed, Ms. Iazzetta provided Ms. Mastrillo with cash totaling \$4000. Based upon statements made by Ms. Mastrillo, Ms. Iazzetta was under the impression that the majority of these funds would be used by Ms. Mastrillo for payment of the open mortgage and the remainder would be used for personal expenses.

With respect to the "Expenses Paid on Behalf of the Estate" in the amount of \$6,357.93, please be advised that this figure is comprised of payments made or to be made by Ms. Iazzetta, on behalf of the Estate of Anna Allendorff, at the direction of Ms. Mastrillo. Specifically, in connection with her assistance with the administration of the Estate of Anna Allendorff and the subsequent administration of the Estate of Fern Solomon, Ms. Iazzetta made two payments to the Somerset County Surrogate Court from her attorney business account and one payment to Armina Collucci for secretarial work associated with the property real estate closing and the administration of the Estate of Anna Allendorff. These payments totaled \$1020 and the receipts and corresponding checks are attached hereto. Ms. Iazzetta also made a payment from her attorney business account to the Hillsborough Township Board of Fire Commissioners, in connection with the Certificate of Occupancy for the property. This payment was in the amount of \$125 and the certificate and corresponding check are attached hereto.

Additionally, at the instruction of Ms. Mastrillo, in anticipation of listing the property for sale and effectuating the sale, Ms. Iazzetta arranged for and advanced personal funds for cleaning and construction costs associated with the property. Specifically, Ms. Iazzetta made a payment to Adaptive Cleaning Service in the amount of \$900 on her personal Visa card. Ms. Iazzetta also advanced cash for the house cleaner in the amount of \$250 and to Alternative Construction, Inc. in the amount of \$958. The receipts from Adaptive Cleaning Service, the house cleaner and Alternative Construction, Inc. are attached hereto. In addition, the statement from Ms. Iazzetta's Visa card, which reflects the payment to Adaptive Cleaning Service, is attached hereto.

Finally, at the instruction of Ms. Mastrillo, Ms. Iazzetta obtained an estimate for the replacement of her home carpets due to damage caused by Ms. Solomon's dog. At the time of the closing, Ms. Iazzetta did not have a final cost for the amount due and owing to Hollywood Carpet and Flooring and therefore, in preparing the Acknowledgment, used an estimated cost. The final bill to replace the carpet was issued on April 12, 2007 after the Acknowledgement had been prepared and executed by Ms. Mastrillo, and totaled \$3997.41. A copy of the final bill is also attached hereto.

While your client questions the aforementioned disbursements, it cannot be disputed that Ms. Mastrillo was the sole executrix of the Estate of Anna Allendorff at the time relevant hereto and therefore, her authorization of these expenses and disbursements were clearly within her power as executrix. See N.J.S.A. §3B:14-23.

Additionally, Ms. Mastrillo was the sole beneficiary of the Estate of Anna Allendorff and thus, tacitly consented to the disbursements from funds to which she would otherwise be entitled to receive. Contrary to the suggestions made in your prior correspondence, Ms. Iazzetta acted properly and in good faith with regard to her representation of the executrix of the Estate of Anna Allendorff. It was not the responsibility of Ms. Iazzetta to inquire into or question the propriety of Ms. Mastrillo's actions with respect to the mortgage payoff or her instructions regarding, the payment of expenses or disbursements. See N.J.S.A. § 3B:14-37. Ms. Mastrillo made decisions on behalf of the Estate of Anna Allendorff, advised Ms. Iazzetta of those decisions and authorized Ms. Iazzetta to take the necessary steps to effectuate those decisions and to later disburse Estate funds to pay for or reimburse Ms. Iazzetta for costs associated with those decisions. The Acknowledgement executed by Ms. Mastrillo, as the sole executrix of the Estate of Anna Allendorff, confirms Ms. Mastrillo's knowledge and authorization of these disbursements from the proceeds of the sale of her grandmother's Hillsborough residence.

I trust the foregoing satisfies your request for information pertaining to the disbursements referenced in the Acknowledgement. In light of the fact that these disbursements were authorized by the executrix of the Estate and, further, that Ms. Iazzetta has provided you with documentation supporting these disbursements, this letter shall confirm that Ms. Iazzetta will not be providing Mr. Mastrillo with reimbursement for any of the items outlined in your letter dated August

23, 2007. However, in order to bring this matter to a close, Ms. Iazzetta has advised that she is willing to provide your client with a written representation that she will not pursue any attorneys' fees, costs and unreimbursed personal funds advanced by her in connection with the services rendered on behalf of the Estate of Anna Allendorff and Estate of Fern Solomon. In exchange, Ms. Iazzetta will require a release from Mr. Mastrillo wherein he relinquishes his right to pursue any claims against Ms. Iazzetta in connection with the services she rendered on behalf of Ms. Mastrillo, the Estate of Anna Allendorff, the Estate of Fern Solomon and the Estate of Susan Mastrillo.

I look forward to hearing from you in the near future.

[Ex.P65.]

Respondent testified that the statement in Speziale's letter to Sasso that Solomon had told her that there was an open mortgage was not accurate. Respondent, who was copied on Speziale's letter, did not remember having read it. Yet, when presented with a copy of her reply to the grievance, in which she stated the same thing, respondent testified that she had no recollection of independently having reviewed her reply to the grievance. She would admit only that she and Solomon had discussed the possibility of an open mortgage, but that Solomon was not certain whether one existed.

At this point, Sasso advised Mastrillo that there was nothing more Sasso could do. However, he did assist Mastrillo in filing a grievance against respondent and in addressing what she had written in her reply to the grievance.

Mastrillo testified that he never saw the listing agreement and was not privy to anything involving that process, except that Susan had told him that the condo had gone under contract, probably in February 2007. About a week before the closing took place, on March 26, 2007, Mastrillo asked respondent for the closing date. She told him it would be in "a couple weeks."

On April 6, 2007, the date that Mastrillo opened respondent's letter to Susan, enclosing the HUD-1 and the amendment, he learned that the closing had occurred on March 26, 2007. He was shocked and at a loss as to why respondent would not have told him the truth. Although Mastrillo took the documents to Willow Creek to review them with Susan, she was too sick to do that, but she was happy that the closing had taken place, because it was one less thing to worry about. He did not ask Susan if the signature on the amendment was hers.

Respondent denied having misrepresented to Mastrillo the date of the closing. She explained that the closing date had been a moving target and that Susan and Solomon did not want

her to talk to Mastrillo "about any of these matters." She added that, if she had said anything to him in reply to his inquiry, it was that no date was set in stone. Moreover, there was the attorney-client privilege at play.

Respondent denied also that she had misrepresented to Mastrillo or to Sasso that she had a mortgage pay-off letter or that one would be provided to either of them.

On June 8, 2007, respondent sent a letter to Mastrillo, confirming that, "[p]ursuant to your instructions," her representation of the Allendorff estate had now concluded and that, because Mastrillo was now the executor for that estate, he was responsible for wrapping it up. She concluded the letter by stating that she would forward to Mastrillo a statement of services "pursuant to the retainer agreement that was entered with Fern Solomon and Susan Mastrillo."

According to Mastrillo, he had not asked respondent to send him a statement of services because she had stated to him and to Susan that she was not going to charge anything for her work on the estate. He never saw a retainer agreement.

As for respondent's representation that there was a retainer agreement between her and Solomon and Susan, she testified that there was such an agreement, albeit "an oral

Retainer Agreement." She explained that she had not submitted a statement of services because there were no additional charges.

In short, respondent denied having made any representations to Mastrillo that she believed were untrue.

### **III. The Charge of Recordkeeping Violations**

Kaminski testified that the August 19, 2008 OAE demand audit of respondent's attorney records, which covered the period from June 1, 2006 to August 2008, uncovered several recordkeeping deficiencies, including the \$2000 trust account check made payable to cash, the ledger card improperly identified as "Susan Mastrillo," rather than the Allendorff estate, and the payment of office rent with trust account checks. The third count of the complaint charged respondent with the following recordkeeping deficiencies:

- Trust receipts and disbursement journals were not maintained, contrary to R. 1:21-6(c)(1)(A);
- Individual trust ledger cards were not fully descriptive for each client, contrary to R. 1:21-6(c)(1)(B);
- Monthly three-way trust account bank reconciliations were not prepared, contrary to R. 1:21-6(c)(1)(H);

- A running trust checkbook balance was not maintained, contrary to R. 1:21-6(c)(1)(G);
- Check stubs were destroyed, contrary to R. 1:21-6(c)(1); and
- A trust account check was made payable to "cash," contrary to R. 1:21-6(c)(1)(A).

[C3130-C3133.]

At the ethics hearing, respondent admitted the charged recordkeeping violations. She testified, however, that, at the time, she believed that she "was doing what [she] should be doing."

The special master determined that of the \$11,687.14 that the OAE alleged to have been removed from the proceeds of the sale of the Allendorff condo and used for respondent's benefit, she had knowingly misappropriated \$7,687.14, prior to Susan's death. This sum represented "disbursements made by the Respondent to herself, to cash, and to pay her office rent." Because the special master did not identify each payment, we assume that he was referring to the following trust account disbursements, which total \$7,687.14: the April 20, 2007 payment to Leigh Properties, in the amount of \$1300, representing the payment of respondent's office rent; the April 17, 2007 payment to respondent, in the amount of



\$2,387.14, representing partial reimbursement for costs advanced to the estate; the March 27, 2007 trust account check, in the amount of \$2000, payable to cash; and the March 28, 2007 trust account check, in the amount of \$2000, payable to respondent (both of which related to the \$4000 in cash given to Susan).

The special master found that respondent was rightly reimbursed for Alternative Construction's repairs to the condo (\$958) and the estimated cost of replacement of the carpet in her house (\$3,104.93). However, he deemed the \$250 paid to "Maria" to be "neither a legitimate nor authorized expense."

As to the two \$2000 checks, the special master found that respondent had indeed given Susan an envelope with \$4000 in cash, while Susan was in Saint Peter's, and that Susan had given the envelope to Carmen, who had put it in a safe place. In this regard, the special master found "by clear and convincing evidence that it was Respondent's intention to properly return some of Susan's monies (\$4,000.00 out of \$11,687.14) to her as cash in the envelope given to [Susan] in the hospital." The special master stated that "[w]hile the circumstances surrounding these escrowed monies is

troublesome to the OAE and others, I find no evidence of any impropriety regarding their distribution and maintenance." Thus, the special master directed that the monies remain with Carmen, if Carmen agreed to it, for distribution to Morgan, when she turned twenty-one. The special master recommended that, if Carmen did not want to retain the funds, they should remain with either respondent's counsel in this matter or "another reliable escrow agent chosen by [Carmen], until Morgan's 21<sup>st</sup> birthday."<sup>13</sup>

After conducting an analysis under In re Wilson, supra, 81 N.J. 451, the special master concluded:

I find that the Respondent Mary Iazzetta knowingly took monies entrusted to her after she closed the real estate transaction. She misappropriated money for the housecleaner, for the construction, for her office rent, for the damaged carpet, and for the "Estate Inheritance Reserves." She was not entitled to use those funds from the real estate transaction. When she was questioned about the \$4,000.00, she maintained only \$1,700.00 in her Trust account. She subsequently replenished

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<sup>13</sup> Respondent's counsel informed us that Carmen had given the \$4000 to Morgan on her sixteenth birthday, July 1, 2012.

said monies before sending the \$4,000.00 to Mr. Mastrillo. The fact the funds were replaced, or returned is not the critical issue. Rather, the fact the funds were taken at all is the threshold here. I find by clear and convincing evidence that Ms. Iazzetta violated RPCs 1.15 (a) and 8.4 (c).

[SMR10.]<sup>14</sup>

With respect to the misrepresentation charges, the special master found that respondent had "repeatedly ignored and revised the truth, intended to deceive others, misrepresented facts and committed acts of dishonesty." Moreover, "[s]he attempted to subvert the truth and to color her conduct as negligent or accidental when instead they [sic] were intentional, deceptive and designed to provide her with cash to which she had no entitlement."

The special master identified the following specific misrepresentations:

1 - She was dishonest about the mortgage. The ever changing story, and contradictory documentation about a mortgage, was deceitful.

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<sup>14</sup> "SMR" refers to the special master's report, dated January 11, 2013.

2 - She was dishonest about Alternative Construction. Respondent alleged this was "not material." (Findings of Fact, page 3) To the contrary, I find it was material and was evidence of a pattern of dishonesty which cannot be ignored. Respondent misappropriated [Susan]'s money and was dishonest in describing her own conduct.

3 - She was dishonest about Maria, the cleaning person.

4 - She was dishonest about the disbursements from the accounts into her own pocket including payment of her professional office rent[.]

5 - She was dishonest in constructing the revision document or "Addendum," because it included expenditures which were unrelated to the real estate closing.

[SMR8-SMR9.]

The special master elaborated:

It is clear the Respondent misrepresented facts in her Addendum to the HUD statement. She misrepresented facts in her dealings with Mr. Mastrillo. She misrepresented facts in her dealing with the Ethics investigators. I find all of these were intentional acts of dishonesty.

Respondent prepared the initial HUD-1 Statement. She stated there was no mortgage on the property. She told Gensib, Platt and Fama there was no mortgage. When she prepared the revised Addendum, the use of the term "mortgage payoff" was intended to deceive Dennis

Mastrillo and all others who read said document.

Respondent included expenses on the Addendum which reflected further efforts to not only misappropriate funds, but to try to cover up said misappropriations and deceive others who read that form. The creation of the fictitious identity of the housecleaner Maria, creation of the Maria invoice, the Alternative Construction bill, the ignorance of Mr. Sorvillo's ownership of the construction company, and her effort to take monies for a new carpet under the guise of a real estate closing expense, were intentional dishonest acts designed to deceive and distort the truth.

Additionally, her explanations for these expenses given to the investigators, comprised another layer of dishonesty and deception. When she was challenged about the Addendum, and realized she did not have sufficient funds to send to Mr. Mastrillo, she replenished her Trust account in hopes this matter would be resolved and forgotten. It was not.

[SMR10-SMR11.]

The special master noted respondent's admission that she failed to comply with the specific provisions of the recordkeeping rule cited in the complaint and, thus, RPC 1.15(d).

Although the special master thoroughly reviewed the law of knowing misappropriation, citing the seminal cases of In re Wilson, supra, 81 N.J. 451, In re Noonan, 102 N.J. 157

(1986), and In re Hollendonner, supra, 102 N.J. 21, he recommended the imposition of a two-year suspension for respondent's defalcations. For her "multiple acts of dishonesty, deception and misrepresentation," he recommended "a minimum suspension of 6 months." For her "repetitive and inexcusable" recordkeeping violations, he recommended a six-month suspension.

Following a de novo review of the record, we are satisfied that the special master's finding that respondent violated the recordkeeping rules is fully supported by clear and convincing evidence. We are unable to agree with the remainder of the special master's findings.

Specifically, the special master's conclusion that respondent knowingly misappropriated the proceeds from the sale of the Allendorff condominium was not supported by clear and convincing evidence. In Wilson, supra, 81 N.J. at n1., the Court described the offense of knowing misappropriation:

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

The complaint charged respondent with having knowingly misappropriated \$11,687.14, representing the \$1300 trust account check to Leigh properties for her office rent; the \$2000 trust account check, payable to cash; and the three trust account checks, payable to respondent, in the amounts of \$2000, \$2,387.14, and \$4000. Yet, the record lacks clear and convincing evidence that respondent made any of these payments without Susan's authorization.

Consider first the \$6,357.93 in expenses, which respondent had paid. Respondent was reimbursed for these payments in the form of a \$4000 BoA trust account check, issued on March 28, 2007, and a \$2,387.14 P-G trust account check, issued on April 17, 2007. The \$29.21 difference between what she took and what she was owed was the result of a mathematical error on her part.

All of the above expenses were incurred while either Solomon or Susan was acting as executrix. Respondent was reimbursed for all of them, at Susan's direction, after the condominium was sold and while Susan was alive. There is no proof in this record that either Solomon or Susan had not authorized the individual expenses to be incurred, or that either of them had not authorized respondent to advance payment for the expenses, or that either of them had not authorized

respondent to reimburse herself for those payments out of the proceeds of the sale of the condominium. Thus, the record lacks clear and convincing evidence that respondent took these monies "knowing that the client ha[d] not authorized the taking." In re Noonan, supra, 102 N.J. at 160 (stating that "it is the mere act of taking your client's money knowing that you have no authority to do so that requires disbarment").

Further, there is no proof that Susan was not competent on the various dates that she authorized the expenses and respondent's reimbursement from the proceeds of the sale of the condo and, also, that any expense was not legitimate.

Mastrillo never challenged the two payments to the Somerset County Surrogate, totaling \$370, for charges incurred with respect to the appointment of Solomon and, then, Susan as executrix of the Allendorff estate. Respondent paid the invoices with business account checks. Mastrillo also did not object to the payment of \$125 to the Hillsborough Fire Commission for the compliance certificate. Respondent paid that invoice with a business account check.

Moreover, Kaminski verified with the vendors themselves that the \$958 charge for repairs by Alternative Construction, the \$900 charge for the removal of furniture by Adaptive



Cleaning, and the \$650 charge for secretarial and other services by Collucci were all legitimate and that they had been paid.

No one knew any information about "Maria," the woman who had cleaned the condo, other than her first name. In rejecting the legitimacy of this \$250 expense, the special master stated the following:

The \$250.00 paid to "Maria" for housecleaning was neither a legitimate nor authorized expense. I find this alleged expense reimbursement reflected an effort by the Respondent to recoup monies from the settlement proceeds under the guise of an authorized legitimate expense. The Respondent could not identify Maria, her address, her last name, her phone number, or the contact information for her. The existence of "Maria" could not be verified, or proven. This expense, and preparation of the invoice, were acts of deception by the Respondent. The misappropriation of these monies was unethical.

[SMR6.]

We cannot agree with the special master's rejection of respondent's claim that someone named Maria cleaned the Allendorff condo for \$250. Respondent testified that, after Alternative Construction had made the repairs that Solomon had requested, in October 2006, the condo required cleaning, which Solomon had authorized. Respondent also testified that it was either Solomon or Susan who had found Maria, whom respondent

simply let into the condo, at Solomon's direction, and then paid Maria, in cash.

It is clear that the condo had been cleaned, prior to being listed for sale. Platt testified that, when she first looked at the property, "[I]t was very clean." The fact that respondent did not know anything further about Maria is not unusual, given the circumstances, that is, Maria was contracted by Solomon or Susan, not by respondent.

At this point, we emphasize the ongoing trauma in everyone's life at that time. Although Solomon had not yet been diagnosed with stomach cancer, she was definitely not feeling well. Indeed, when she finally was diagnosed, in January 2007, she died ten to twelve days later, according to Mastrillo. Thus, while Solomon was acting as executrix, she was unwell and, at the same time, she was tending to her daughter, Susan, who was being treated for lung cancer. Thus, it was not unusual that Solomon would just direct respondent, who was doing her a favor, to meet "Maria" at the condo, let her in, and pay her.

Although it is true that the invoice did not contain any information about Maria, including her name, respondent testified that either Solomon or Susan had given it to her and that she did not know who had generated it. In any event,

respondent was not charged with fabricating that document and no evidence supports such a finding.

Respondent testified that each and every one of these expenses was discussed with either Solomon or Susan, before it was incurred, that one of them had approved the expense, and that one of them had approved respondent's payment of the expense on behalf of the estate. Further, respondent testified that Susan had authorized her to reimburse herself for the payment of these expenses from the proceeds of the sale of the Allendorff condo, which respondent did while Susan was still alive. No contrary evidence was presented. It is the presenter's burden to prove, by clear and convincing evidence, that the spending of the funds was unauthorized. In the Matter of Carl Valore, DRB 00-117 (October 9, 2000) (slip op at 29-30), (citing In re Noonan, supra, 102 N.J. at 160). We find that the evidence in this case falls way short of that standard.

In addition to the above expenses, the \$6,357.93 figure includes the \$3,104.93 estimated cost of replacing the carpet in respondent's house that was destroyed by Solomon's dog, which respondent had taken in, after Solomon passed away. Although the actual cost to replace the carpet was almost \$900 more than

the estimate, respondent sought reimbursement of only the estimated cost.

Although the special master found that Susan had authorized the reimbursement of this expense, he stated that "[i]t should not have been included in the revised HUD statement documents," that is, the amendment. According to the special master, respondent did this in order to "recoup all she could from the net proceeds without disclosing same to Dennis Mastrillo." We cannot agree.

The amendment was drafted and presented to Susan, at Susan's request, after the closing, because Susan, and her mother before her, had told respondent that, after the estate matter was wrapped up, she would be reimbursed for costs advanced on behalf of the estate and, in the case of Susan, for the replacement of the carpet that Solomon's dog had ruined. When the condo was sold, the estate matter was concluded. At the time, Susan was in the hospital, dying. She wanted to finalize the matter and authorized respondent to reimburse herself for the \$6900+ out of the proceeds of the sale of the condo. Because the condo had been sold and the proceeds now belonged to Susan, the sole heir, the funds were hers to use as she pleased. Perhaps it would have been "cleaner" for the

entire \$161,000 to be paid to Susan and deposited into Susan's account and then for Susan to write a check, in that amount, directly to respondent. Given the circumstances at the time, however, it was simply easier to do it this way. It should not be forgotten, also, that these transactions were between two very close friends who considered themselves as sisters. As a result, formality was not foremost in their minds.

To conclude, the record lacks clear and convincing evidence that respondent took the monies, knowing that neither Solomon nor Susan had authorized the taking. Although respondent was ultimately paid \$29.21 more than what she had been entitled to receive, this was a mathematical error that did not prejudice Susan's estate in any way, inasmuch as the actual cost of replacing the carpet was almost \$900 more than respondent was paid.

The special master accepted, based on what he found to be clear and convincing evidence, that Susan had asked respondent for \$4000 in cash, which respondent placed in an envelope and gave to Susan, while she was a patient at Saint Peter's, and which Susan then gave to Carmen for safekeeping, until Morgan reached the age of twenty-one, at which point Carmen was to give the envelope to Morgan. Indeed, there is no clear and

convincing evidence that Susan never asked respondent for the cash and never authorized her to remove it from the trust account, which continued to hold Susan's monies generated by the sale of the condo. Thus, the record cannot sustain the finding that respondent took the \$4000 "knowing that the client ha[d] not authorized the taking." In re Noonan, supra, 102 N.J. at 160.

Similarly, the record lacks any evidence to support the finding that Susan did not authorize respondent to remove \$1300 from the Allendorff sub-account and use it to pay her office rent. It is the presenter's burden to prove that the use of the \$1300 was unauthorized. Respondent testified that Susan had insisted on paying her "something" for her work over many months and that they finally had agreed on \$1300 in rent, which, as with all other payments, was made during Susan's lifetime. The presenter did not sustain the burden of proving otherwise.

We conclude, thus, that the record contains no clear and convincing proof that respondent knowingly misappropriated any monies from the Allendorff estate, Susan's inheritance, or Mastrillo's inheritance.

As to the misrepresentation charges with respect to Alternative Construction, the clear and convincing evidence

establishes little more than that respondent was less than accommodating to the OAE's and Sasso's requests for information. She had provided to the OAE and to Sasso a copy of the invoice, which contained the address of the company and a license number. She did not fabricate the invoice. She did not conceal material information. It was of no relevance that Sorvillo is the cousin of respondent's husband. We, therefore, dismiss the charges in this regard.

In addition, we dismiss the claim that respondent misrepresented the existence of a mortgage on the condo. There was an open mortgage on the property. It was uncovered prior to the March 2007 closing. The mortgage was nearly twenty-four years old at the time. Whether it had remained unpaid is a different story and the answer is not known. For this reason, respondent's claims to Gillmore and Platt that there was no mortgage that were made prior to the discovery of that lien, cannot be deemed misrepresentations. Rather, she was relying on what Solomon believed at the time. They, therefore, agreed that, if a mortgage were found when the condo was sold, it would be dealt with at that time.

After the mortgage was uncovered, respondent worked hard at having it removed as an exception, so the sale could go forward.

This did not mean, however, that the mortgage no longer existed. It may have still remained unpaid. However, because the exception had been removed, clear title was no longer an issue. Thus, there was no need for the open mortgage to be identified on the HUD-1.

As for the remaining misrepresentations to Mastrillo, we found none. The closing date is of no moment. Susan, not Mastrillo, was respondent's client. Respondent's statement to Mastrillo that there was a retainer agreement was true; the mortgage pay-off letter did not exist; and respondent did not submit a statement of services to Mastrillo because there were no additional charges.

In summary, the record lacks clear and convincing evidence that respondent knowingly misappropriated any funds from either the Allendorff estate, Solomon, or Susan and that she made any misrepresentations to either the OAE or Mastrillo. The only improprieties proven by clear and convincing evidence were the recordkeeping violations, which respondent admitted. We find that those violations do not warrant the imposition of discipline, not only because of the principle of de minimis non curat lex, but also because respondent has suffered enough by




having to defend herself against knowing misappropriation charges that proved unwarranted.

Members Clark, Yamner, and Zmirich voted to impose an admonition for respondent's recordkeeping violations. Member Gallipoli recused himself.

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

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SUPREME COURT OF NEW JERSEY  
DISCIPLINARY REVIEW BOARD  
VOTING RECORD

In the Matter of Mary C. Iazzetta  
Docket No. DRB 14-188

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Argued: October 16, 2014

Decided: November 17, 2014

Disposition: No Discipline

Members	Disbar	Suspension	Admonition	No Discipline	Disqualified	Did not participate
Frost				X		
Baugh				X		
Clark			X			
Gallipoli					X	
Hoberman				X		
Rivera				X		
Singer				X		
Yamner			X			
Zmirich			X			
Total:			3	5	1	

  
Ellen A. Brodsky  
Chief Counsel