SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 04-246
District Docket No. XIV-01-260E

IN THE MATTER OF	:
STEVEN A. PASTERNAK	:
AN ATTORNEY AT LAW	:

Decision

Argued: September 23, 2004

Decided: November 16, 2004

John McGill, III appeared on behalf of the Office of Attorney Ethics.

Rachel A. Akohonae appeared on behalf of respondent.

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

This matter was before us on a recommendation for discipline filed by Special Master Arthur Minuskin. The complaint charged respondent with knowing misappropriation of

client funds, a violation of RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation).

Respondent was admitted to the New Jersey bar in 1982. On October 2, 2001, he was temporarily suspended in connection with the allegations of this matter.

Respondent admitted that, upon settling a personal injury case for the grievant, Jerri Gaines, he deposited the settlement proceeds into his personal bank account and used the funds for his own purposes. Respondent claimed that he had Gaines' consent to use the funds. About one year after receiving the settlement proceeds, respondent used the funds of another client, Brickforce Staffing ("Brickforce"), to pay Gaines. Again, respondent contended that he had Brickforce's consent to use the funds. Both clients, however, denied having given respondent the authority to use their monies in that manner. We must determine whether respondent had his clients' authority to use their funds, or, if not, whether his belief that he did was reasonable. Because we answer both questions in the negative, we find that respondent knowingly misappropriated client funds and that disbarment is mandated.

Respondent represented Gaines in a personal injury matter arising from an automobile accident. Mira Mizrahi, a certified

financial planner, had introduced respondent to Gaines. Because the other driver's insurance coverage, through Prudential Insurance Company ("Prudential"), was only $15,000, respondent also brought an action against State Farm Insurance Company ("State Farm"), Gaines' insurer. Respondent settled the matter for $95,000; Prudential paid $15,000 and State Farm contributed $80,000.

On June 13, 2000, respondent received a $15,000 check from Prudential, payable to Gaines and to himself; he endorsed the check with both his and Gaines' signatures, and deposited it into a personal checking account that he maintained at Raritan Savings Bank ("Raritan"). Three days later, on June 16, 2000, respondent wired the $15,000 from his Raritan account to another personal account maintained at First Union National Bank ("First Union-Sunset") in connection with a marina and restaurant in Margate in which respondent owned an interest.

On July 17, 2000, respondent deposited into his Raritan account an $80,000 check from State Farm, payable to Gaines and to himself. Respondent had endorsed Gaines' name on that check. Respondent issued a check for $80,000 to himself and deposited it into a personal checking account that he maintained at First Union National Bank ("First Union 2"). From August 2 through

August 15, 2000, respondent issued a series of five checks, payable to "Cash or Sunset Restaurant," transferring a total of $52,500 from the First Union 2 account to the First Union-Sunset account. Respondent used the funds for his business, presumably the Margate restaurant. As of August 9, 2000, the balance in respondent's First Union 2 account was only $3,183.03.

On July 14, 2000, after Gaines told respondent that she was going to Georgia, respondent assured her that she would be receiving her money within one week. Although Gaines called respondent once a week for three months, she was not able to reach respondent and he never returned her calls. In November 2000, upon her return from Georgia, Gaines called the insurance companies directly and learned that respondent had cashed the Prudential and State Farm checks on June 9, 2000 and July 19, 2000, respectively. Gaines filed the ethics grievance on November 16, 2000. About one week after filing the grievance, Gaines called respondent, who told her that he was still waiting for the checks to clear.

Although Gaines did not recall signing the release to either Prudential or State Farm, she acknowledged that the signatures on those documents were hers. Gaines denied, however,

that the signatures on the settlement checks were hers and denied any recollection of endorsing them.

Gaines also denied having given respondent the authority to deposit either settlement check in his personal bank account or to use the settlement funds for his own purposes. She also denied any knowledge in June and July 2000 that respondent had received the $15,000 and $80,000 settlement checks in her behalf.

In July 2001, about one year after respondent had received the settlement proceeds, Gaines received two checks totaling $85,333.33, issued by respondent and forwarded to her by Mizrahi. She testified about the financial hardship caused by the delay in her receipt of the settlement funds. The hospital where she had been employed as a secretary had closed. Gaines suffered from diabetes and fibromyalgia, was receiving city welfare of $125 per month, and was borrowing money from her credit cards to pay rent and buy food and medicine.

According to Gaines, in October or November 2001, after she had filed the grievance, respondent called her and asked her to sign documents. Thereafter respondent sent, for her signature, a certification stating that she had forgotten that she had signed documents in April 2000 authorizing respondent to deposit the

settlement proceeds into his own account, and to pay her interest of ten percent for his use of the funds. The certification states:

> I *am signing the Certification to correct the record*, because I did sign documents in April of 2000, which I *forgot* about and had denied signing. I did authorize Mr. Pasternak to deposit my monies into his own account (instead of the Trust account) and to use those monies at a 10% interest rate. I am, therefore, requesting that the Order suspending him from practicing law be undone.

Instead of executing the certification, Gaines wrote the following on the first page: "12/04/01 I read it, I disagree with it, and all statements are untrue." She also prepared her own certification in which she denied authorizing respondent to deposit the settlement proceeds into his personal account and denied agreeing to allow him to use the funds in exchange for ten percent interest. Gaines testified that she did not sign the certification sent by respondent because it was untrue.

Gaines summed up her impression of respondent's representation of her as follows:

> Well, I think Mr. Pasternak was very unfair to me. I was the one that was doing the hurting, not him. He lied to me. And I think that's a shame, to be a lawyer, that that's someone that I trusted with my life, with my money, and this is the way he done me.

For his part, respondent testified that he viewed Gaines' financial adviser, Mizrahi, as the liaison between himself and Gaines. According to respondent, when Gaines' case was settled, Mizrahi directed him not to send the funds to Gaines, because Mizrahi wanted Gaines to obtain a ten percent return on the monies and did not want her to buy certificates of deposit. Respondent claimed that he believed that Mizrahi was authorized to grant him permission to withhold the funds from Gaines. In addition, respondent contended that, in April 2000, at the same time that Gaines signed the release with Prudential for $15,000, she also executed a document authorizing him to invest the funds for one year with a ten percent return. According to respondent, he guaranteed the security of the investment. He asserted that he did not have a copy of the Gaines authorization because, at the time that her matter was settled, he was closing his office and he gave his file to Gaines. Respondent claimed that he had Gaines' authority to deposit the settlement funds into a bank account, but not specifically his personal account.

Despite this testimony, at an August 15, 2001 demand audit, the following exchange took place:

> Q. Did you have [Gaines'] permission to use any of the funds that she was due?

A. I had permission to deposit it into my account. I did not have permission to use her monies.

When confronted with the transcript of the demand audit at the ethics hearing, respondent claimed that he "misspoke" at the demand audit.

Respondent testified as follows with respect to the Gaines settlement funds:

Q. This investment that you testified to on direct examination where Gaines's portion of the settlement proceeds would be invested for a year at ten percent, I believe you said, I want you to explain that investment. Explain the nature of it. What was it? What was it supposed to be?

A. She was putting in her share of the settlement funds.

Q. Into what?

A. Into the investment in the marina restaurant in Margate.

Q. Did you have an interest in the marina restaurant in Margate at the time?

A. Yes.

Respondent conceded that he had not advised Gaines to seek the advice of independent counsel before he invested her money in the Margate business.

Respondent acknowledged that, in his reply to the grievance, in his answer to the ethics complaint, in his

statement at the demand audit, and in his response to the OAE's motion for his temporary suspension, he never mentioned that he had invested Gaines' funds for one year at a return of ten percent. In both his reply to the grievance and to the temporary suspension motion, respondent asserted that he had paid Gaines interest "to make amends," not because that was part of the agreement to invest her funds.

Respondent further claimed that he had not returned the funds to Gaines in a more timely fashion because Mizrahi was supposed to inform him of the amount of money that he was to send to Gaines. He testified that "Mira Mizrahi was supposed to come back to me with the amount of money that Ms. Gaines was looking for. That did not happen."

In July 2001, respondent went to Mizrahi's home and asked her to contact Gaines, who had relocated to Georgia. According to respondent, Gaines insisted that the settlement had been only $80,000, not $95,000. Respondent issued one check for $53,333.33, representing two-thirds of the $80,000 settlement (less his one-third fee) and another check for $32,000, representing two-thirds of the $15,000 settlement, plus ten percent interest, plus an additional sum because, respondent claimed, it was his practice never to take a full fee.

Respondent asserted that, during June and July 2000, his law firm, Pasternak, Feldman and Plutnick, suffered an unpleasant dissolution, resulting in litigation; he was packing his files for storage; he was working about ninety hours per week with no staff; and he later discovered, in October 2001, that he was being defrauded by another client with whom he was involved in the Margate marina and restaurant.

To pay Gaines, respondent used funds that he had obtained from his client Brickforce, an employment agency. Brickforce had settled a case by agreeing to pay Cigna Insurance Company ("Cigna") $150,000 in three $50,000 installments. According to respondent, after Brickforce paid the first $50,000 installment, he proposed to offer Cigna $90,000 in full payment of the $100,000 balance. Respondent contended that Jerome Bricker of Brickforce instructed him to make that offer; in the event that Cigna rejected the proposal, respondent was authorized to use those funds for his own purposes. Respondent asserted that, in June 2000, Bricker had agreed to lend him $55,000 that was to be wired to the trust account of Pasternak, Feldman and Plutnick. According to respondent, he discovered, in May 2001, that the funds had never been transferred to the trust account. He conceded that, between July 2000 and May 2001, he took no steps

to confirm that the funds had been wired to his trust account. Respondent claimed that, because Bricker had failed to wire $55,000 to respondent's trust account in June 2000, Bricker had agreed to allow him to use $90,000 one year later.

Respondent produced two documents that he claimed supported his version of events. An undated document purportedly signed by Jerome Bricker stated that he had agreed to lend $55,000 to respondent in early July 2000, that Bricker had forgotten to wire the funds to respondent's account, and that, in May,[1] Bricker had agreed to lend respondent whatever amount he needed. Although the OAE issued a subpoena directing respondent to produce the original document at the hearing, respondent did not produce it.

Another undated document, purportedly signed by Marc Levine, general manager of Brickforce, authorized respondent to deposit the $90,000 Brickforce check into respondent's account and to use the monies until August 20, 2001, when the funds either would be paid to Cigna or returned to Brickforce if Cigna rejected the offer. When respondent produced this document at

[1] Presumably the reference is to May 2001.

the August 15, 2001 demand audit, the following exchange took place:

> Q. Well, there's no date on it either, but I wanted to ask you about the date it was purportedly signed. But.
>
> A. It was signed this morning.
>
> Q. It was signed this morning?
>
> A. Right. I, I felt stupid coming in here . . . because the $90,000.00 was authorized verbally, but I had nothing in writing. So I created something for that to sign.
>
> Q. Well, who signed it?
>
> A. The general manager of Brick Force.
>
> Q. And is Brick Force a corporation?
>
> A. Yes.
>
> Q. What's his name?
>
> A. [I]t's a, it's Mark, I'm trying to remember his last name . . . .

At the hearing, respondent further claimed that, during this entire period, he had $100,000 of his own in a retirement account that he could have used to repay Gaines. Respondent conceded that he had not produced any documentation to support this assertion. He stated that he later used those funds to repay Brickforce.

When asked why he had not used the Brickforce loan funds, instead of the Gaines settlement proceeds, for his Margate property, respondent replied that he had Gaines' authority to invest her funds and that the location of the First Union bank made it more convenient to use those monies.

At the ethics hearing, respondent denied that the reason he had not deposited Gaines' settlement funds in his law firm's trust account was to keep his partners from asserting claims against his fee in that matter. At the demand audit, however, respondent stated that:

> We were in a dispute as to various allocations of costs and I didn't want to use the trust account because the trust account would have gone through the accountant. And then they would be turning to me towards the paying the fees [sic] and stuff. . . . because of our internal dispute, I did not use the trust account.

Virtually all of respondent's testimony was refuted by other witnesses. Mizrahi denied that she had Gaines' permission to authorize respondent to invest Gaines' settlement funds. Mizrahi further denied that she had given respondent permission to use money that he was holding for Gaines, or to deposit Gaines' funds into his personal bank account. Although Mizrahi did not recall that she had received checks from respondent on behalf of Gaines, both Gaines and respondent testified that

respondent had given those checks to Mizrahi, who forwarded them to Gaines. As noted above, Gaines, too, denied having given respondent the authority to deposit the settlement checks in his personal bank account or to use the settlement funds for his own purposes.

Jerome Bricker, the founder and vice president of Brickforce, testified that (1) he never agreed to lend respondent $55,000; (2) although he did not recall signing the document stating that he had agreed to the loan, the signature appeared to be his; (3) the contents of that document were unfamiliar to him; (4) respondent had been Brickforce's attorney for two or three years and had access to many documents with Bricker's signature; (5) he never agreed to lend respondent any money in July 2000; (6) respondent never asked to borrow money at that time; and (7) during the time of the Cigna litigation, respondent mentioned that he was experiencing financial difficulties and might have to use some of the Cigna monies for his personal use.

David Bricker, Jerome's son and president of Brickforce, testified that (1) Brickforce gave respondent the $90,000 check for the sole purpose of settling the Cigna matter; (2) he had not authorized respondent to use the check for any other

purpose, including respondent's personal use; (3) the signature on the document purporting to authorize respondent to use Brickforce's funds was not Marc Levine's; (4) Levine did not have the authority to permit respondent to use the $90,000; (5) Brickforce paid Cigna with other funds; and (6) respondent finally repaid Brickforce about nine months later, after repeated telephone calls to him.

On September 18, 2001, John O'Brien, general counsel for Brickforce, sent a letter to respondent confirming respondent's representation that he had forwarded the second $50,000 payment to Cigna. David Bricker testified, however, that respondent had not forwarded the payment to Cigna. On October 5, 2001, O'Brien informed respondent that, because Cigna had not received the second payment, it was threatening to enter default against Brickforce and that, to prevent entry of default, Brickforce had sent Cigna $50,000. The letter demanded that respondent immediately return $50,000 to Brickforce. As noted above, respondent did not reimburse Brickforce for nine months.

Marc Levine denied that the signature on the document purporting to give respondent authority to use Brickforce's funds was his; denied authorizing respondent to use the funds; and denied having the power to give respondent that authority.

In turn, respondent claimed that Gaines' recollection was faulty because she was taking medication that affected her memory. The only proof submitted by respondent to support this claim was his own letter dated November 7, 2001, submitted to the Court in support of an application to vacate his temporary suspension and to be immediately reinstated. In that letter, respondent stated that he had spoken to Gaines one week earlier and that she had advised him that her medication caused her not to remember certain events, including having signed documents in April 2000.

Respondent also argued that Mizrahi's testimony about not having authorized him to use Gaines' funds was not credible because she also did not remember that she had received the checks from respondent and forwarded them to Gaines.

At the ethics hearing, respondent began to testify about a polygraph test that he had arranged to take, the results of which he had received the day before the hearing and had "faxed" to the special master, but not to the presenter. On this issue, the special master permitted respondent to state only that he had taken the test and that he claimed that he had passed it. Although respondent implored the special master to permit him to testify about the specific questions and answers discussed

during the polygraph examination, the special master ruled that that evidence was inadmissible. Despite this clear ruling, respondent continued to attempt to give more details about the polygraph test. In addition, in the brief filed with us on respondent's behalf, his counsel twice listed a series of six questions and answers that were allegedly posed to respondent during the polygraph examination, which were not part of the record. In turn, the presenter requested that we disregard and give no weight to respondent's testimony and submissions with regard to the purported polygraph test results.

At oral argument before us, respondent moved for a remand to the special master so that the polygraph examiner could testify about the polygraph test results. We determine to deny that motion.

The special master found that respondent knowingly misappropriated client funds and recommended his disbarment. The special master made the following findings of fact:

> 1. The testimony of the Respondent was untruthful and deceptive and he lied claiming he had authority to invest the Grievant's settlement funds in his Margate restaurant.
>
> 2. Respondent lied to Grievant when he told her he was waiting for the settlement checks when in fact he had already received them.

3. The Respondent brazenly authored false documents Exhibit C-19 (unsigned Certification), Exhibit J-1 and Exhibit J-2 [in] an attempt to support his defense of authority and sufficient funds out of which to pay the Grievant the monies due her.

4. The misuse of the $90,000 funds entrusted to him by BrickForce support [sic] a likely misuse of Grievant's settlement checks.

5. Respondent's conduct during the investigation of Grievant's complaint and at the hearing was deceptive with the use of bogus documents (Exhibits J-1, J-2 and C-19) at the audit, and newly discovered defense of investment at the hearing.

6. Respondent's claim of truthfulness and honesty is not supported by his last minute statement of successfully passing a polygraph test.

7. Respondent lied when he stated he had authority from the Grievant or her financial advisor, Mira Mizrahi, to invest the settlement funds in his Margate restaurant business.

8. Respondent did not hold a good faith belief that he had Grievant's authority to invest the proceeds as he claimed.

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

It is unquestionable that respondent knowingly misappropriated client funds from Gaines. Respondent did not dispute that, upon settling Gaines' personal injury action, he received two checks from the insurance companies, endorsed the

checks with both his and Gaines' signatures, deposited the checks into his personal checking account, and used the funds for expenses associated with a marina and restaurant that he owned in Margate. Although respondent claimed that he had Gaines' authority to invest her funds, or that he reasonably believed that he had such authority, this claim is completely without support in the record and is contradicted by overwhelming evidence.

Gaines denied having authorized respondent to deposit the funds in his account or to use them for his own purposes. Mizrahi, too, denied granting respondent permission to use Gaines' funds, contending that she herself did not have the authority to allow respondent to do so. Moreover, Gaines' financial circumstances did not permit her to "invest" in respondent's business. At the time of the personal injury settlement, Gaines was unemployed and was using credit cards to meet her basic living expenses. She could not enjoy the luxury of placing her funds in an investment to earn a ten percent return.

Respondent's explanation for delaying payment to Gaines was similarly devoid of logic. According to respondent, he did not send the funds to Gaines because he was waiting for Mizrahi to

tell him the amount that Gaines wanted. If Gaines actually had authorized respondent to place her funds in an investment earning ten percent interest, respondent would have known the amount to send to her and would not have relied on Mizrahi to perform the calculation. Indeed, in July 2001, when respondent finally determined to forward the monies to Gaines, he calculated the amount, without input from Gaines or Mizrahi.

Furthermore, it is obvious that respondent's version of events was created at the eleventh hour. In his reply to the grievance, his answer to the complaint, his statements at the demand audit, and his reply to the motion for temporary suspension, respondent never disclosed that he had agreed to invest Gaines' funds and had guaranteed the return of those funds, along with a ten percent profit. His earlier position had been that he had paid the extra ten percent to "make amends" for the delay in payment. Yet, at the ethics hearing, respondent claimed that, as early as April 2000, when the Prudential case was settled, Gaines had agreed to permit him to invest the proceeds on her behalf.

Even more egregious was respondent's attempt to obtain a false certification from Gaines, presumably to submit to the Court to vacate the order of temporary suspension. After

respondent was temporarily suspended on October 2, 2001, he sent a certification to Gaines, requesting that she sign it. The certification stated that Gaines had forgotten that, in April 2000, she had authorized respondent to deposit and use her settlement funds, and to pay her ten percent interest. The certification requested that the order of suspension be "undone." Gaines refused to sign the certification because it was not true. Instead, she prepared her own certification denying that she had consented to respondent's use of her funds.

Although respondent tried to attack Gaines' credibility by suggesting that her medication affected her memory, he never submitted any proof of this self-serving allegation. Indeed, he failed to cross-examine Gaines on that issue.

Respondent's version of events concerning the Brickforce funds was likewise suspect. He claimed that, in July 2000, Jerome Bricker had agreed to loan him $55,000 and to wire-transfer those funds to his trust account. Respondent alleged that, during the ensuing ten months, he took no steps to determine that the funds had been transferred, and discovered, in May 2001, that they had not. He further asserted that, upon learning that the funds were not in his account, he contacted Jerome Bricker, who then authorized him to use $90,000 that had

been earmarked to settle the Cigna litigation. Respondent even produced documents purportedly signed by Jerome Bricker and by Marc Levine authorizing his use of the funds.

As in the Gaines matter, the Brickforce clients refuted respondent's assertions. Jerome Bricker, David Bricker, and Marc Levine denied having authorized respondent to use Brickforce funds for his own purposes. Jerome Bricker also denied that he had ever agreed to wire $55,000 to respondent's trust account. He denied having signed the document referring to the $55,000 loan and authorizing respondent to use Brickforce's funds. Levine also denied signing the document authorizing respondent's use of $90,000. Levine contended that he did not have the authority to confer such permission on respondent. Furthermore, although respondent contended at the demand audit that he had just obtained Marc Levine's signature on the document that same day, he could not recall Levine's last name.

In short, the picture that emerges from this record is one of desperation. Respondent's law firm was dissolving. He did not want his partners to have access to his legal fee from the Gaines settlement. Respondent's restaurant business was in need of a cash infusion. He, thus, deposited Gaines' settlement proceeds into his personal bank account, without her knowledge

or consent, used those funds for his own purposes, and invented the claim that she and Mizrahi had authorized him to invest the funds for her. After Gaines filed the grievance, respondent used Brickforce funds, again without his client's knowledge or consent, to reimburse Gaines. After he was suspended, respondent contrived to gain reinstatement by sending a false certification to Gaines, hoping that she would sign it so that he could submit it to the Court. Respondent also submitted fabricated documents at the ethics hearing to support his claim that Bricker and Levine had authorized him to use Brickforce funds. He arranged for a last-minute polygraph test, submitted the results to the special master without furnishing a copy to the OAE, and argued that the results and contents of the test should be admissible to support his claims. It is likely that he was despondent by unfortunate events. Respondent's distressed circumstances, however, cannot excuse his knowing misappropriation of client funds.

Although respondent claimed that he used Gaines' funds as a matter of convenience, based on the location of the bank, the entire transaction was arranged for respondent's convenience. It was more convenient for him to steal his clients' money than to arrange for a loan. While respondent alleged that he had more

than $100,000 in a retirement account during the relevant time, he never produced any documentation in support of this claim. Moreover, after every witness who testified at the ethics hearing contradicted respondent's version of events, respondent contended that they were wrong, mistaken, or not credible. Again, respondent produced no documentation to support his claims. We reject his unsupported version of events, which contradicted those of Gaines, Mizrahi, Jerome Bricker, David Bricker, and Marc Levine.

The remaining issue is the quantum of discipline. In In re Frost, 171 N.J. 308 (2002), the Court disbarred an attorney who had borrowed money from a client without observing the safeguards required by RPC 1.8(a) (prohibited business transactions); misrepresented his financial circumstances to induce the client to enter into the loan transaction; and, despite the consent of the client to the attorney's use of the funds, knowingly misappropriated those funds in which a third party, who had not consented to the use of those funds, had an interest. Similarly, in In re DiLieto, 142 N.J. 492 (1995), the Court disbarred an attorney for knowing misappropriation after the attorney obtained the consent of his client, the seller, to use funds held on deposit in a real estate transaction, but

failed to obtain the consent of the buyer; the Court rejected as unreasonable the attorney's reliance on his client's statement that the buyer had agreed that the deposit was nonrefundable. See also In re Wilson, 81 N.J. 451 (1979) (disbarment is mandated upon clear and convincing evidence of knowing misappropriation of client's funds); In re Hollendonner, 102 N.J. 21 (1985) (the Wilson rule is extended to escrow funds); In re Noonan, 102 N.J. 157 (1986) (knowing misappropriation consists of a lawyer taking a client's money knowing that the client has not authorized the taking).

Here, respondent knowingly misappropriated client funds. We, therefore, unhesitatingly recommend his disbarment. Members Barbara F. Schwartz and Spencer V. Wissinger, III did not participate.

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

Disciplinary Review Board
Mary J. Maudsley, Chair

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

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Steven A. Pasternak
Docket No. DRB 04-246

Argued: September 23, 2004

Decided: November 16, 2004

Disposition: Disbar

Members	Disbar	Suspension	Reprimand	Admonition	Disqualified	Did not participate
Maudsley	X					
O'Shaughnessy	X					
Boylan	X					
Holmes	X					
Lolla	X					
Pashman	X					
Schwartz						X
Stanton	X					
Wissinger						X
Total:	7					2

Julianne K. DeCore
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Chief Counsel