SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 01-062

IN THE MATTER OF

DAVID L. LOCKARD

AN ATTORNEY AT LAW

Decision

Argued: July 19, 2001

Decided: January 25, 2002

Walton W. Kingsbery, III appeared on behalf of the Office of Attorney Ethics.

Anthony J. LaRusso 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 based on a recommendation for discipline filed by special master David H. Dugan, III.

Respondent is not a New Jersey attorney. He is a member of the Pennsylvania bar and was admitted pro hac vice in New Jersey in June 1991.

The ethics complaint alleged violations of RPC 1.15(a) (knowing misappropriation

of client funds); RPC 1.15(c) (failure to safeguard client funds) and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation).

* * *

On June 14, 1991, respondent was admitted pro hac vice to the New Jersey bar to represent Anthony Murano in a pending Federal Employers' Liability Act ("FELA") suit against Consolidated Rail Corporation ("Conrail"), Murano's employer. Murano, a police officer for Conrail, sought compensation for a back injury.

Murano and his wife, Helen, also requested that respondent assist them with respect to a collection action filed against them in New Jersey by the Bank of New York ("BNY"). BNY sought to collect $7,103.43 on a credit card debt.

By letter dated September 17, 1991, respondent confirmed his telephone conversation with Kenneth J. Mayers, counsel for BNY, wherein he stated that he represented the Muranos in connection with the BNY claim and Anthony Murano in the Conrail suit. According to the letter, respondent expected that the Conrail action would be resolved within 180 days and "agreed to protect the legitimate interests of your client from whatever proceeds there are from settlement or verdict."

On October 2, 1991, Mayers sent to respondent a proposed stipulation of settlement, providing for the payment of BNY's debt plus eight percent interest upon resolution of the Conrail suit or by March 1, 1992, whichever occurred first. Murano did not agree to the

terms of the stipulation, however.

On December 30, 1991, BNY obtained a default judgment against the Muranos in the amount of $7,582.68. It is undisputed that the Muranos did not retain respondent to file an answer or to otherwise represent them in the BNY suit.

Mayers testified that he obtained the judgment because respondent did not reply to his proposed stipulation of settlement. He obtained a writ of execution against Murano, but was unable to have Murano's wages garnished because Murano was unemployed. Mayers testified that he might not have forwarded the judgment to respondent or to the Muranos until March 1995.

In April 1992, respondent settled Murano's case against Conrail for $240,000, from which Murano was to receive $175,000. In a handwritten "statement of distribution," dated April 10, 1992, respondent informed Murano that "[p]er our conversations I will await your instructions re disbursal of the Bank of NY credit card debt money." By letter dated April 28, 1992, Conrail sent to respondent a settlement check in the amount of $236,125 (the $240,000 settlement less $3,875 for a Railroad Retirement Board lien).

Respondent's admission pro hac vice was predicated upon his compliance with New Jersey court rules, including the disciplinary rules. R.1:21-2(b)(1). Those rules required that client funds be deposited in a trust account in a New Jersey financial institution approved by the Court. R.1:21-6(a). Respondent did not deposit the funds in a New Jersey trust account. Indeed, he did not even deposit the funds in a Pennsylvania trust account. Rather,

he deposited Murano's trust funds in his personal Vanguard Group mutual fund account, on May 4, 1992.

In May 1992, Mayers asked respondent whether he had "collected on this account as of yet." On May 12, 1992, respondent replied to Mayers that it "appears as though a settlement is upon us. However, it is not nearly as much as Mr. Murano had hoped for." He asked if BNY would compromise its claim. Respondent also reiterated his prior statement that he would protect the "legitimate interests of [BNY]." Respondent sent a copy of the letter to Murano. Mayers hand-wrote a reply on the same letter, requesting that respondent call him. Apparently, respondent did not do so.

On June 9, 1992, respondent disbursed $167,359.16 to Murano from the Vanguard account. He retained $7,640.84 for the BNY debt, but did not pay it. By August 18, 1992, the Vanguard account balance had dwindled to $123.48. Respondent had transferred a total of $33,970.14 in the Vanguard account to his business account at Knoblauch Bank, including the $7,640.84 belonging to Murano. However, as of August 20, 1992, the balance in respondent's Knoblauch account was only $280.59. In fact, some of the funds were transferred from Vanguard to Knoblauch when the Knoblauch account was overdrawn.

In 1997, the Muranos paid BNY a compromised amount ($3,400), using their own funds. By letter dated May 14, 1997, Dawn McCarty, the Muranos' daughter, advised respondent that she had settled BNY's claim and that she needed the funds to pay BNY. She requested that respondent "wire the funds that you are holding in your trust account."

Respondent ignored that request. McCarty sent a second letter to respondent on May 23, 1997, stating that she had left several messages for him, but that he had not returned her calls. She again requested that respondent wire the funds to her parents' bank account. Again, respondent did not comply with the request. McCarty sent a third letter to respondent on June 20, 1997, complaining that respondent had not returned her or her mother's telephone calls and again requesting that respondent wire the funds to her parents' account.

In their July 7, 1997 grievance, the Muranos stated that respondent was holding $7,500 from the settlement of Murano's suit against Conrail, that they had contacted respondent about the letters they were receiving from credit agencies and from BNY's attorney and that respondent replied "that he would take care of it." The grievance also stated that Helen Murano and McCarty had written and telephoned respondent several times, without receiving a reply. When they were finally able to reach him, respondent first replied that he was unable to locate Murano's file and, later, that he could not locate the settlement statement.

In his August 14, 1997 reply to the grievance, respondent stated that he believed that Murano had received the full $175,000, but that he was "handicapped in reconstructing the events with any precision" because his recollection of the case was "hazy," "parts of the file were tossed out long ago, and parts of the file have disappeared over the five years since the distribution." Respondent admitted having received telephone calls from Helen Murano and McCarty. His explanation was that he did not want to discuss the case with anyone other

than Murano, who would not speak with him.

In Murano's October 4, 1997 letter, addressing respondent's reply to the grievance, Murano stated that "it should be very clear that [respondent] held the monies to pay Bank of New York" and requested that his grievance be further investigated so that "the money that [respondent] is holding can be returned to me as soon as possible."

In respondent's December 8, 1997 letter to the OAE, he stated as follows:

> The issue is what happened to the money that, at Mr. Murano's direction, I held back for eventual payment to the Bank of New York at some later date. My recollection is that I was to await Mr. Murano's directives as to when and to whom I should pay out this money. As of the date of this writing, I can't prove...that I paid the money to either the Bank, its lawyer, or Mr. Murano.

In his December 9, 1997 letter to the OAE, respondent stated "I do not recall receiving a written or oral directive from my client, Anthony Murano, to pay out this money. Upon receipt of a written directive from Mr. Murano, I am prepared to pay the money into his attorney's escrow account even as I look for and review further records...The essential issue raised by all the communications is whether or not $7,640.84 was paid out per Mr. Murano's written directive, or whether said money should be paid out now." In that letter, respondent also stated that he "vaguely recalled" that Murano "came to Philadelphia to pick up [the settlement check]."

On May 13, 1998, respondent repaid $7,640.84, to the Muranos plus interest. By letter dated May 26, 1998, the Muranos attempted to withdraw their grievance, claiming it was a result of "miscommunication between the parties" and that they were happy "that the

money that [respondent] was holding has now been released to us plus interest."

The OAE investigator and the presenter interviewed the Muranos on June 26, 1998. Both the tape and the transcript of that interview were in evidence. Most of the questions asked during that interview were leading. Although Mrs. Murano stated that all of the communications had taken place between respondent and her husband, it was she who answered most of the questions. Anthony Murano's answers were frequently monosyllabic. When asked whether it was his position that respondent was supposed to pay the $7,640.84 to BNY, Murano replied "[r]ight." He gave that same answer when the investigator asked him if he had not previously told her that, whenever he received calls from BNY's attorney about the debt, he would call respondent to ask why the debt had not been paid. Murano added that respondent told him "well, um wait, we'll just wait till you sell your house and then we'll take care of it." Murano stated that he had "no clue" as to why respondent told him that BNY should not be paid until he sold his house. Murano denied visiting respondent's Philadelphia office.

Thereafter, the Muranos refused to cooperate with the OAE. They did not testify at the ethics hearing. Their whereabouts were unknown to the OAE because they had moved out of New Jersey.

Although, in his reply to the grievance, respondent initially stated that he believed that Murano had received the full $175,000, during his interview with the OAE and at the ethics hearing, he testified that he had used the funds with Murano's authorization. During

an April 8,1998 interview with the OAE, respondent stated that Murano told him to "hold on to that money. You do with it what you want. Don't pay [BNY]...I will at some point contact you...I don't want to pay 'em. You hold on to it. You do with it what you want. I'll get back to you." According to respondent, that conversation took place in June 1992, when Murano came to his Philadelphia office to pick up the settlement check. Respondent testified that Robert Kosseff, an attorney, was also present during that conversation. At that time, respondent sublet office space from Kosseff's law firm in Philadelphia, which also had a New Jersey office. Another attorney in Kosseff's firm was respondent's co-counsel in the Conrail case.

When, at the interview, the OAE asked respondent why he had not previously claimed that he had Murano's consent to use the money, respondent replied "[w]ell, I'm I'm not sure you, you asked me and, and it's taken some time to sort of figure out what, what was happening...when I ...was first contacted I did not have a good memory...it just took some time to get the records and to, to finally focus on it." Respondent could not recall any specific document or conversation that led to his recollection of Murano's authorization.

In his answer to the ethics complaint, however, respondent admitted "on information and belief" that the Muranos were "unaware that [he] had depleted the $7,640.84" and that "the Muranos did not have actual knowledge of the expenditure [of Murano's funds]." Later, at the ethics hearing, respondent contended that, during the summer of 1992, he advised Murano that he had disbursed the funds to himself. According to respondent, there

"were numerous conversations with Murano before that money came in, when it came in and later that summer and during those conversations that subject [respondent's use of the funds] was raised. And he consented to it." Respondent testified that, sometime after August 1992,

> [Murano] said, do you still have [the $7,640.84]? I said, you bet I do, tell me when you want it. As to exactly which account it was in, that was a detail he thought and I thought was irrelevant. I had his authorization to hold and to use that money, sir.

There are no documents to support respondent's testimony that he had Murano's consent to use the funds or that he had informed Murano that he had done so. According to respondent, he did not give Murano a promissory note, because of the nature of the relationship between them. Respondent testified that he represented Murano in two additional claims against Conrail, a hearing loss claim that settled for $12,500 and a "pulmonary disability" case that settled for $22,500. Respondent further testified that Murano did investigative and surveillance work for him from 1992 until 1995. Finally, according to respondent, Murano referred twelve to fifteen cases to him, which resulted in verdicts or settlements totaling more than $1.75 million. That testimony was inconsistent with respondent's statement, in his August 14, 1997 reply to the grievance, that he had spoken with Murano only three or four times since June 1992.

At the ethics hearing, respondent contended, for the first time, that he "always had the money to pay Mr. Murano," that the funds were "in one account or another that I had under my control" and that he "had several hundred thousand dollars in one bank account or another." Although, as noted earlier, respondent's Knoblauch business account had been

depleted by August 1992, he claimed that he had other business accounts. He did not offer any documents in support of his testimony, however. Moreover, when the OAE investigator asked him, at the April 1998 interview, what happened to the funds, respondent replied, "[t]hat's the $64,000 question isn't it?" During that interview, respondent did not mention that he had other business accounts. Although respondent was not specifically asked that question, there was a discussion about the fact that the balance in his Knoblauch business account had dipped below $7,000. In addition, the focus of the OAE investigation was the disbursement of Murano's funds. Hence, if respondent indeed had other business accounts, he should have disclosed their existence to the OAE.

As to the inconsistencies between his testimony and his statements in the August 14, 1997 reply to the grievance, respondent testified that he had replied in haste, without reviewing his entire file.

Kosseff corroborated respondent's testimony with respect to respondent's meeting with Murano in Philadelphia, when the Conrail case was settled. Kosseff testified that he first met Murano at his Philadelphia office before the case was settled and that he discussed the case with Murano and respondent. Kosseff had an interest in the case because a member of his firm was respondent's co-counsel in the case and his firm would be receiving part of the fee. In 1992, according to Kosseff, he and respondent

> joint ventured a number of cases which we would have a mutual interest in these cases. Now, Murano was one of them. The way our arrangement -- kind of loose arrangement. Some cases I was the primarily responsible attorney. Sometimes [respondent] would be. Some of them we worked

> together. Murano was a case in which [respondent] was primarily responsible for the handling of the case, but I did have an interest, financial interest in the case.

Kosseff further testified that he was present when respondent gave Murano his share of the Conrail settlement proceeds at the Philadelphia office. At that time, according to Kosseff, Murano told respondent not to pay BNY because Murano believed that BNY would eventually accept less than the full amount of the debt. "And he told [respondent], you know, just hold onto the money. You know, do with it as you please. I'll take care of the credit card debt. And at some point in time when I need the money, I'll ask." Kosseff testified that, although he did not recall Murano's exact words, it was his impression that Murano "didn't care what [respondent] did with the money other than he didn't want [respondent] to pay the bank."

Kosseff also confirmed that Murano was doing investigative work for respondent and that respondent and Murano appeared to have a "pretty good friendly relationship" at that time.

The OAE investigator, in turn, testified that she had spoken with respondent "a few times" prior to their April 8, 1998 interview and that respondent had not previously claimed that he had Murano's authorization to use the funds. The OAE investigator also testified that she had several telephone conversations with the Muranos, during which they maintained that respondent was supposed to pay BNY from the settlement proceeds. In fact, the investigator continued, according to Anthony Murano, respondent had told him that he

had to pay BNY because he had written Mayers a "letter of protection." Murano denied to the investigator telling respondent not to pay the bank so that he could ultimately pay them a reduced amount. He added that, if he intended to do that, he would have taken the money and invested it.

In an April 15, 1998 letter to the Muranos, the investigator requested that they forward to her a statement confirming their telephone conversation. According to the letter, the following statements were made during that telephone conversation: (1) Murano did not meet with respondent and Kosseff in Philadelphia; (2) Murano never visited respondent's Philadelphia office; (3) Murano and respondent had agreed that the funds held by respondent were to be used to pay the BNY debt; (4) Murano never told respondent that he could use the funds; and (5) Murano received the settlement check in the mail. The record did not contain any written statement from the Muranos, as requested by the investigator.

* * *

As evidence of his good character, respondent introduced a letter from the legal director of the ACLU Foundation of Pennsylvania, stating that he has known respondent since 1986 and that he believed that respondent had the "highest integrity and regard for the truth."

* * *

Prior to the ethics hearing, respondent filed a motion to exclude statements made by the Muranos in their grievance, to the OAE investigator and during the OAE interview, because (1) the OAE did not secure the Muranos' testimony, pursuant to R. 1:20-5(a)(4), despite the fact that the OAE knew, in June 1998, that the Muranos did not want to pursue their grievance and that they were moving to South Carolina by the end of 1998; (2) the admission of Anthony Murano's statements would deprive him of his right to a fair and impartial hearing and of the procedural and substantive rights and protections provided him by R. 1:20-6 and R. 1:20-7; (3) the probative value of the Muranos' statements was outweighed by the undue prejudice to him; (4) even if the hearsay statements were admissible, there would not be clear and convincing evidence of knowing misappropriation; and (5) the admission of Murano's statements would deprive him of his right to cross-examine Murano to test his recall and credibility and such cross-examination was crucial because of Murano's medical history.[1]

* * *

The special master denied respondent's motion to exclude the Muranos' hearsay statements, finding that such evidence was admissible, pursuant to R. 1:20-7(b). That rule states that the rules of evidence may be relaxed in disciplinary proceedings, but that the "residuum evidence rule shall apply."

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[1] Murano's medical records are subject to a protective order.

The special master found that there was sufficient residuum evidence that respondent knowingly misappropriated $7,640.84 from his client, that is, that the funds were not held intact in any of respondent's accounts. Furthermore, the special master found that the statements that respondent and Kosseff attributed to Murano about the alleged authorization were contradictory and "much too shaky a foundation to support respondent's claim that he was free to appropriate the funds for his own purposes." As noted by the special master, Murano's alleged instructions to respondent contained three parts: (1) respondent was to hold the funds, (2) respondent was free to do with the funds as he wished and (3) respondent was to return the funds to Murano upon request. According to the special master, only the second instruction supported respondent's claim that Murano had authorized his use of the funds. The first instruction supported the OAE's contention that respondent was to hold the funds in escrow and the third instruction was equivocal.

The special master concluded that respondent had failed to discharge his burden of proving his defense that he had Murano's consent to the use of the funds.

The special master recommended that respondent be permanently barred from practicing law in New Jersey again.

* * *

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

evidence.

As recognized by the special master, the rules of evidence are relaxed in disciplinary proceedings. Hearsay evidence is permitted, "but the residuum evidence rule shall apply." R. 1:20-7(b). In Weston v. State, 60 N.J. 36 (1972), the Court explained the residuum evidence rule:

> The rule is that a fact finding or a legal determination cannot be based upon hearsay alone. Hearsay may be employed to corroborate competent proof, or competent proof may be supported or given added probative force by hearsay testimony. But in the final analysis for a court to sustain an administrative decision, which affects the substantial rights of a party, there must be a residuum of legal and competent evidence in the record to support it.
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> Id. at 51.

There is more than a residuum of legal and competent evidence establishing that respondent was obligated to hold the $7,640.84 in trust, pending instructions from Murano, and that he did not do so. All of the documents prepared contemporaneously with the settlement, as well as respondent's initial statements to the OAE, support those findings.

The following evidence was undisputed: (1) in September 1991, respondent told BNY's attorney that he would protect the legitimate interests of BNY from the settlement proceeds; (2) on the settlement statement respondent gave to Murano in April 1992, he wrote "[p]er our conversations I will await your instructions re disbursal of the Bank of NY credit card debt money;" (3) on May 12, 1992, respondent reiterated his prior statement to BNY's attorney that he would protect BNY's legitimate interests; (4) respondent deposited Murano's settlement proceeds in his personal Vanguard account in May 1992; (5)

respondent gave Murano his share of the settlement funds minus $7,640.84, which he retained in his Vanguard account; (6) respondent did not pay BNY; (7) respondent did not give the $7,640.84 to Murano; (8) as of August 18, 1992, only $123.48 remained in the Vanguard account; (9) although respondent transferred some of the funds in his Vanguard account to his business account, as of August 20, 1992, the balance in the business account was only $280.59; (10) in respondent's December 8, 1997 letter to the OAE, he stated "[t]he issue is what happened to the money that, at Mr. Murano's direction, I held back for eventual payment to [BNY] at some later date. My recollection is that I was to await Mr. Murano's directives as to when and to whom I should pay out this money;" (11) in respondent's December 9, 1997 letter to the OAE, he stated "I do not recall receiving a written or oral directive from my client, Anthony Murano, to pay out this money...The essential issue raised by all the communications is whether or not $7,640.84 was paid out per Mr. Murano's written directive, or whether said money should be paid out now;" and (12) Murano denied to the OAE having authorized respondent's use of the funds.

It was not until April 1998, during an interview with the OAE, that respondent claimed that he had Murano's consent to use the funds. As noted above, Murano denied to the OAE investigator having given such consent. Murano did not testify at the hearing.[2]

We accorded no weight to respondent's testimony that he had Murano's authorization

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[2] Respondent's argument that he was prejudiced by his inability to cross-examine Murano to impeach his memory of events is not persuasive. The medical records contained no evidence that Murano's memory was impaired in June 1992, when he purportedly gave his consent, or in 1997 and 1998, when he spoke with the OAE.

to use the funds. As set forth above, in respondent's initial replies to the grievance and to the OAE's inquiries, he never claimed consent by Murano. Furthermore, respondent gave contradictory statements concerning his relationship with Murano and Murano's knowledge of his use of the funds. With respect to his relationship with Murano, in his August 1997 reply to the grievance, respondent stated that he had spoken with Murano only three or four times after the June 1992 settlement. On the other hand, at the ethics hearing, respondent testified that he had numerous contacts with Murano after June 1992, that he represented Murano in two other FELA claims, that Murano did investigative work for him, that Murano referred clients to him and that such referrals led to verdicts or settlements totaling more than $1.75 million.

With respect to Murano's knowledge that respondent had used the funds, in his answer to the ethics complaint, respondent admitted, "on information and belief," that the Muranos were "unaware that [he] had depleted the $7,640.84" and that they "did not have actual knowledge of the expenditure [of the $7,640.84]." Yet, at the ethics hearing, respondent testified that he had told Murano, in the summer of 1992, that he had used the funds.

Respondent's credibility was also adversely affected by his belated assertion that he had not used the funds because they were "in one account or another that I had under my control," that he "had several hundred thousand dollars in one bank account or other" and that he was unable to trace the $7,640.84 because "money is fungible." Respondent offered

no documents to support his testimony. Furthermore, respondent never claimed to the OAE that the funds were in an account other than his Vanguard or Knoblauch accounts, even though the central focus of the OAE's investigation was the whereabouts of the funds.

Given the many contradictory statements made by respondent and his tardy introduction of the alleged consent by Murano, his testimony is entitled to no weight.

Respondent's testimony that Murano consented to his use of the funds was somewhat corroborated by Kosseff, a Pennsylvania attorney. Kosseff testified that he was present during respondent's June 1992 meeting with Murano, when Murano "told [respondent], you know, just hold onto the money. You know, do with it as you please. I'll take care of the credit card debt. And at some point in time when I need the money, I'll ask." Kosseff further testified that he did not have a specific recollection of Murano's exact words, but that it was his impression that Murano "didn't care what [respondent] did with the money other than he didn't want [respondent] to pay the bank." Even if Kosseff's testimony is given some weight, however, "the totality of the circumstances demonstrates clearly and convincingly that respondent knowingly misappropriated his clients' funds." In re Roth, 140 N.J. 430, 445 (1995).

Knowing misappropriation "consists simply of a lawyer taking a client's money entrusted to him knowing that it is the client's money and knowing that the client has not authorized the taking." In re Noonan, 102 N.J. 157, 160 (1986). "Proof of misappropriation, by itself, is insufficient to trigger the harsh penalty of disbarment. Rather,

the evidence must clearly and convincingly prove that respondent misappropriated client funds knowingly...A lawyer who uses funds, knowing that the funds belong to a client and that the client has not given permission to invade them, is guilty of knowing misappropriation." In re Barlow, 140 N.J. 191, 196-199 (1995).

Thus, the definitions of knowing misappropriation make it clear that lack of authorization is an element of the offense and that the OAE had the burden of proving that Murano had not authorized the taking. See, also, In re DiLieto, 142 N.J. 492 (1995) (where the attorney was charged with knowingly misappropriating a client's funds by failing to disclose to the client that he, rather than a third party, was the borrower of the funds; although DiLieto had previously admitted to the OAE that he had not advised his client that he was the borrower, he testified during the ethics hearing that his client was aware of that fact; the Court stated that it harbored "serious reservations respecting [DiLieto's] credibility" but that, without the client's testimony, there was no clear and convincing evidence that the client did not know that the attorney was the borrower and, therefore, no clear and convincing evidence of knowing misappropriation. Id. at 495). [3]

However, "an inculpatory statement is not an indispensable ingredient of proof of knowledge...circumstantial evidence can add up to the conclusion that a lawyer 'knew' or 'had to know' that clients' funds were being invaded." In re Johnson ,105 N.J. 249, 258 (1987). See, also, In re Roth , supra, 140 N.J. at 445 and In re Davis, 127 N.J. 118, 128

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[3] DiLieto was disbarred for knowing misappropriation of another client's funds.

(1992).

Unlike DiLieto, for the reasons expressed above the OAE met its burden of proving by clear and convincing evidence that respondent took Murano's money, which had been entrusted to him, knowing that it was Murano's money and knowing that Murano had not authorized the taking. There was more than a residuum of non-hearsay evidence.

Based on the foregoing, a five-member majority of the Board determined that respondent knowingly misappropriated his client's funds and that he should be forever barred from being admitted pro hac vice in New Jersey. One member believed that, while respondent was guilty of failing to safeguard his client's fund, the evidence did not show, to a clear and convincing standard, that he had knowingly misappropriated the funds. However, that member concurred with the majority's determination that respondent should be forever barred from being admitted pro hac vice in New Jersey. One member recused himself. Two members did not participate.

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

By: _____
ROCKY L. PETERSON
Chair
Disciplinary Review Board

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of David L. Lockard
Docket No. DRB 01-062

Argued: July 19, 2001

Decided: January 25, 2002

Disposition: Barred from pro hac vice admission

Members	*Barred pro hac vice*	*Suspension*	*Reprimand*	*Admonition*	*Dismiss*	*Disqualified*	*Did not participate*
Peterson	X						
Maudsley	X						
Boylan	X						
Brody	X						
Lolla							X
O'Shaughnessy	X						
Pashman	X						
Schwartz							X
Wissinger						X	
Total:	6					1	2

Robyn M. Hill 2/4/02
Robyn M. Hill
Chief Counsel