SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 04-361
District Docket No. XIV-98-193E

IN THE MATTER OF	:
ALEXANDER DRANOV	:
AN ATTORNEY AT LAW	:

Decision

Argued: January 20, 2005

Decided: March 15, 2005

Janice L. Richter appeared on behalf of the Office of Attorney Ethics.

Robert E. Margulies 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 (three-year suspension) filed by the District IIB Ethics Committee ("DEC"). The amended two-count complaint charged respondent with having violated RPC 1.2(d) (assisting a client in conduct the lawyer knows is illegal); RPC 1.8(a) (conflict of interest – business transaction with a client); RPC

1.15(a) (negligent misappropriation of client trust funds); RPC 1.15(d) and R. 1:21-6 (recordkeeping requirements); and RPC 8.4(c) (conduct involving dishonesty, fraud or deceit).

Respondent was admitted to the New Jersey bar in 1986. He is also admitted to the New York and Pennsylvania bars. At the relevant times, he maintained a law practice in Fort Lee, New Jersey.

The Court suspended respondent for six months, effective May 22, 2004, for charging an excessive fee, failing to provide a client with a written communication of the basis or rate of his fee, engaging in conflict of interest, failing to deliver funds to a third person, failing to maintain contested funds separate and intact, and failing to obtain a client's endorsement on a settlement check. In re Dranov, 179 N.J. 420 (2004).

Prior to the DEC hearing, the OAE and respondent entered into a stipulation of facts. Respondent stipulated that (1) prior to July 1998, he did not perform quarterly reconciliations of his trust account and did not maintain trust receipts and disbursements journals, (2) he commingled personal and client funds by mistakenly depositing personal funds into his trust account on two occasions in March 1998, and (3) he negligently invaded client funds when he recorded a $16,539 deposit twice.

Specifically, on March 31, 1998, respondent mistakenly re-entered a $16,539 deposit into his trust account ledger. On April 30, 1998, believing that he had $16,539 more in his trust account than the actual balance, respondent withdrew $9,520, resulting in an overdraft in his trust account. Although respondent had only $12,410.30 in his trust account, on April 30, 1998, he issued four checks totaling $18,470. This caused a trust account shortage of $16,819.57. Two of the checks (nos. 1601 and 1602), in the amount of $4,475 each, were issued on behalf of clients Irina Braude, and Vladislav and Kasya Virovtsev. The other two checks (no. 1621 for $8,000 and no. 1622 for $1,520) were deposited into respondent's personal account.

On April 21, 1998,[1] two of respondent's clients (Braude and Virovtsev), who had permitted him to use their settlement proceeds as loans, directed him to issue four checks totaling $21,224: $4,474 to Ella Shuster, $4,475 to Esfir Riskal, $4,475 to Alexander Kushnirchuk, and $7,800 to Igor Braude. The checks were presented for payment on April 27, 1998. However, as of April 21, 1998, respondent did not have sufficient funds in his trust account to disburse $21,224 on behalf of those clients.

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[1] Although the stipulation lists a date of April 2, 1998, the complaint and the exhibits make clear that the correct date is April 21, 1998.

On April 24, 1998, respondent made a deposit of $12,500 on behalf of another client. The Braude check for $7,800 cleared the account on April 27, 1998, leaving a balance of $20,430.30 in respondent's trust account and creating a shortage of $7,299.57. Respondent should have had $27,729.87 in the account.

On May 1, 1998, checks nos. 1601 and 1602 (for $4,475 each), drawn on behalf of Braude and Virovtsev, were returned for insufficient funds. On May 5, 1998, the bank sent respondent an overdraft notice. A day earlier, May 4, 1998, respondent had issued two trust account checks: a $1,500 "counter check" payable to him and a $4,474 check (no. 1525) on behalf of Braude and Virovtsev. The two checks, which cleared the bank, totaled $5,974 and created an accounting deficit of $18,375,57. Respondent had only $2,834.30 in his trust account.

On May 5, 1998, immediately upon receiving an overdraft notice from his bank, respondent deposited $10,700 of his personal funds into the trust account to remedy the deficiency. Although the deposit brought the trust account balance to $7,532.30 after a $28 bank charge for the overdrafts, respondent still had an accounting deficit of $7,532.57, since he should have been holding $15,235.87 on behalf of all of his clients. Respondent corrected the shortage, although the record does not disclose when this occurred.

According to the stipulation, since respondent's accounting errors in 1988, he has 1) retained an accountant to perform quarterly reconciliations of his trust account and to maintain proper trust receipts and disbursements journals; 2) utilized a "one-write check-writing" journal for his trust account; 3) no longer deposited personal funds into his trust account; and 4) withdrawn legal fees and other authorized funds from his trust account as soon as appropriate.

Respondent's divorce and "transition problems" contributed to his bookkeeping error in 1998, as his ex-wife had handled his bookkeeping/management functions.

As the result of an OAE audit, on September 25, 1998, the Court ordered the monitoring of respondent's trust account and imposed the requirement of a co-signatory on all of his trust account checks. Since August 11, 1998, respondent's trust account has been monitored, with Barry Knopf, Esq. acting as the co-signatory on all trust account checks. In addition, as of July 1, 1998, Alan Noel, CPA, has performed quarterly reconciliations of respondent's trust account. Since this supervision has been in place, respondent has been in compliance with the recordkeeping requirements.

A hearing ensued based upon the parties' stipulation of facts.

At the September 23, 2003 DEC hearing, Noel testified about the steps he has taken since 1998 to administer respondent's accounts. He implemented a computerized accounting system that enabled him to establish ledger records for the trust accounts, and to maintain respondent's business accounts. Once Noel stepped in, respondent no longer commingled personal and client funds, withdrew fees in a timely fashion, and has complied with the recordkeeping requirements.

At the DEC hearing, respondent was questioned about loans that some of his clients had made to him in 1998.[2] When asked why he had borrowed clients' funds in 1998, respondent replied: "[S]ome of my clients were reluctant to receive their funds that were designated for them . . . [for] [v]arious reasons . . . . Mostly because of tax purposes, tax implications, and Social Security implications." Respondent elaborated: "Many of them were on what's called – what's known as SSI, and they did not want to receive their funds because they thought that they might jeopardize their continued receipt of the government funds."

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[2] The OAE conducted several interviews in which a number of respondent's clients confirmed that they had authorized respondent's use of their funds. As a result of those statements, the OAE was unable to prove by clear and convincing evidence that respondent's clients had not consented to the loans, or that he had not advised them of their right to seek independent counsel. The OAE, therefore, moved to dismiss the charged violation of <u>RPC</u> 1.8(a) contained in the complaint.

The DEC then asked respondent what he had done after his clients informed him that they "intended to defraud the United States government by not taking their funds from [respondent's] trust account." Respondent took exception to the DEC's characterization, stating that it was his clients' "right to decide when . . . to receive [the funds]" and to whom the funds would be disbursed.

As to the loans, respondent first testified that he had borrowed the money from his clients, but immediately thereafter admitted that he did not need to borrow the funds. The following exchange took place between the DEC and respondent:

> MS. NOVEMBER: So you did not really need to borrow their funds?
>
> THE WITNESS: No.
>
> MS. NOVEMBER: This was to accommodate their need to not receive them, to put it another way?
>
> THE WITNESS: No, the funds could simply sit where they were sitting, waiting for their directive to me to disburse them to them. I didn't have to use them.
>
> MS. NOVEMBER: But, in fact, you did borrow the funds?
>
> THE WITNESS: I did.
>
> MS. NOVEMBER: What did you do with the money that you borrowed?
>
> THE WITNESS: I don't recall. I think I used them for personal reasons, but I'm not sure.

MS. NOVEMBER: So this wasn't a situation in which you needed certain funds and you went to these clients and said, "I need the money"?

THE WITNESS: No.

MS. NOVEMBER. They came to you and said they didn't want to take the money at that point in time?

THE WITNESS: Correct.

MS. NOVEMBER: And then you accommodated them by paying them back, when?

THE WITNESS: Whenever they said they wanted it.

MS. NOVEMBER: So is it a fair assumption, then, that you took these monies and put it aside so that it would be available for these parties when they wanted it?

THE WITNESS: [A]s far as – as I know, I never took the money out of the account. They remained there.

. . . .

MS. NOVEMBER: [T]hese borrowings were not actual borrowings, because you didn't actually remove the money from the account. Is that correct? . . . So you never borrowed money from these clients?

THE WITNESS: I never used – I don't remember using the money for any particular purpose, except for disbursements out of the account . . . . To the client.

. . . .

MS. NOVEMBER: Okay. Then what was their concern about the SSI payments that they were receiving?

> THE WITNESS: I don't know. I only know that the clients said, 'We don't want the money now. Please do not, we repeat, do not send us any checks now. We will tell you when we want it.' . . . They would say, because we are receiving Disability, because we are afraid that this can *jeopardize* whatever benefits we are receiving from the government.
>
> (1T61-16 to 1T64-17.)[3]

Based on the above testimony, the OAE amended the complaint to allege that, in 1998, respondent received personal injury funds on behalf of clients, and at their request delayed disbursing their funds for several months "mostly because of tax purposes and Social Security." According to the complaint, the clients receiving Supplemental Security Income ("SSI") did not want the government to realize that they were receiving additional funds because they were concerned that their continued receipt of SSI payments might be jeopardized. The complaint charged that respondent's conduct in this regard violated RPC 1.2(d) (assisting clients in conduct known to be illegal and/or fraudulent) and RPC 8.4(c) (dishonesty, fraud or deceit).

Based on these *new charges*, the hearing was continued to January 29, 2004. The OAE presented no additional evidence, relying on respondent's previous testimony.

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[3] 1T refers to the transcript of the September 23, 2003 DEC hearing.

At the continuation, respondent asserted that, at the prior hearing, he had testified from memory about events that had transpired five to six years earlier regarding his clients' motives for having him hold their funds. Since that time, he claimed, he had re-examined his records and had realized that some of his earlier statements were inaccurate.

Respondent explained that, for a period of approximately three months, five clients authorized him, in writing, to use their funds for periods ranging from one to three months. Their reasons for doing so varied. For example, some wanted additional time to decide what to do with their settlement proceeds, others simply wished to wait to get their funds, while others wanted respondent to pay off their debts, or were concerned about taxes, even though respondent assured them that they were not responsible for taxes on their personal injury settlements. In all of the cases, respondent contended, the clients permitted him to use their funds while they decided what to do with them.

In none of the cases was respondent permitted to use the funds for longer than three months. Respondent conceded that, while he had no intention of utilizing the funds, he did use some funds in 1998.

Respondent noted that the documents that memorialized the clients' loans did not establish that the loans were made to protect their SSI benefits. Therefore, he claimed, his prior testimony to that effect was incorrect. Respondent testified that, although some of his "other" clients asked him to hold their money to protect their SSI benefits, he did not comply with their requests.

According to respondent, because many of his clients were Russian immigrants, they did not understand the workings of government programs. They were concerned that the receipt of settlement proceeds, gifts or loans would affect their Social Security benefits. Respondent stated that he advised his clients that they would not suffer tax consequences from the receipt of their settlements, but asserted that he was unable to and did not advise them about Social Security benefits because that field was not his specialty. Respondent added that, in any event, a delay in receiving settlement proceeds for one or two months would not have a bearing on SSI benefits.

In addition to acknowledging that he held some of his clients' settlements, purportedly as loans to him, respondent admitted that, "on a couple of occasions," he loaned money to his clients. He claimed that, because the loans occurred six years earlier, he could not recall the reasons for the loans.

Exhibits OAE1 through OAE4 reflect four loans that respondent made to his clients. One exhibit (OAE2) shows that respondent charged a client ten percent interest on a loan. Respondent, nevertheless, testified that he never charged interest "on any loans given to clients . . . [e]ven if the promissory note says that there will be interest charged." When respondent was shown that exhibit, he maintained that it was not his practice to charge interest on loans to his clients. Respondent was not asked whether he informed his clients to consult with independent counsel about the loan. He was not charged with any improprieties in connection with these loans.

At the request of the DEC, by letter dated March 24, 2004, the OAE made a post-hearing submission of documents that included the personal injury files maintained by respondent for those individuals involved in loans to him.

By letter dated April 14, 2004, respondent's counsel objected to the consideration of the materials because there were no allegations of wrongdoing on that score in either the ethics complaint or the stipulation. Counsel further argued that, absent any specific charges, due process required the exclusion of such materials; otherwise, it would be "impossible to identify and meet the charges as they keep changing."

At the conclusion of the hearing below, the DEC rejected the stipulated fact that respondent had "mistakenly" re-entered a deposit into his trust account ledger. The DEC based its conclusion on the reconstructed ledger cards prepared by the OAE. The DEC did not, however, draw any further conclusions about respondent's conduct in this regard.

The DEC expressed concern over what it perceived to be respondent's lack of candor during his cross-examination about the documents memorializing the loans to him from his clients. However, based on the written authorizations, including one in which the client was advised to consult with independent counsel, as well as the OAE's admission that it could not prove by clear and convincing evidence that respondent violated RPC 1.8(a), the DEC felt constrained to grant the OAE's application to dismiss this charge.

The DEC also determined that respondent's statements that he did not charge his clients interest on his loans to clients contradicted the exhibits in evidence. The DEC underscored that respondent's testimony in this regard "fell short of the ring of truth."

The DEC found that respondent violated RPC 1.2(d) and RPC 8.4(c). It based its conclusion solely on respondent's testimony that his clients did not want the disbursement of their personal injury settlements because of "tax purposes, tax implications and Social Security implications." The DEC found that, under case law, personal injury awards are considered income for purposes of determining SSI benefits, and that, therefore, respondent assisted his clients in conduct he knew or should have known was illegal, criminal or fraudulent. The DEC noted that respondent's claimed lack of knowledge of "Social Security law" did not absolve him of his "duty." The DEC concluded that respondent attempted to perpetrate a fraud on the federal government, finding it irrelevant that he had not revealed the identities of the individuals involved in the "deferral of personal injury award[s]." In fact, the DEC concluded that it "appeared" that the clients who authorized respondent to use their settlement funds were not the clients for whom respondent had deferred the disbursement of settlement proceeds.

The DEC found that respondent violated RPC 1.2(d) and RPC 8.4(c), in addition to the RPCs cited in the stipulation, RPC 1.15(a), R. 1:21-6 and RPC 1.15(d). The DEC noted that respondent's attempts to mitigate his wrongdoing fell short because he did not show any remorse for his improprieties, did not exhibit any understanding of his obligations in managing and administering his trust funds, and did not demonstrate that he could comply with recordkeeping requirements without the assistance of an accountant.

The DEC was also troubled by respondent's inconsistent testimony about borrowing money from clients. The DEC noted that respondent first testified that he had borrowed funds from clients, but later denied having removed those funds from his trust account.

The DEC recommended that respondent be suspended for three years, attend appropriate recordkeeping courses, and practice under the supervision of a proctor.

On December 15, 2004, respondent filed with us a motion to supplement the record to include a letter from his accountant, Alan L. Noel, detailing why the DEC's findings based on the Office of Attorney Ethics' ("OAE") reconstruction of his ledger cards was incorrect. The motion also included a law office brochure relating to social security benefits. The OAE did not oppose respondent's motion, which we granted.

Following a de novo review of the record, we are satisfied that the DEC's conclusion that respondent was guilty of unethical conduct is supported by clear and convincing evidence. We are unable to agree, however, with all of the DEC's findings.

As to respondent's recordkeeping deficiencies, he stipulated that he failed to perform quarterly reconciliations and to maintain trust receipts and disbursements journals; that he mistakenly re-entered a deposit into his trust account ledger, thereby leading him to believe that he had more funds in his trust account than its actual balance; that this inadvertent double entry created a shortage in his trust account and caused the negligent invasion of client funds; and that he commingled personal and client trust funds. Respondent's conduct in this regard violated RPC 1.15(a) (commingling, negligent misappropriation), and R. 1:21-6 and RPC 1.15(d) (recordkeeping violations).

The DEC did not accept the parties' stipulation that respondent "mistakenly" re-entered a deposit in his trust account ledger. It relied on the OAE's reconstructed ledger cards to draw such a conclusion. Because, however, the complaint did not charge respondent with *knowing misappropriation*, there was no testimony on this point. More significantly, the OAE stipulated that the double entry was mistakenly *recorded*. We, therefore, find that respondent's invasion of client funds was the result of inadvertence, rather than intent. *Otherwise stated*, the misappropriation of client funds was negligent, *instead of knowing*.

On the OAE's motion, the DEC properly dismissed RPC 1.8(a) (loans from clients to respondent). The record lacks any evidence that respondent failed to comply with the safeguards of RPC 1.8(a) - full, written disclosure of the terms of the agreement, that the clients were informed of the desirability of seeking the advice of independent counsel, and written consent thereto by the client. In the absence of such evidence, we too, dismiss this charge.

With regard to the loans from respondent to his clients, respondent's counsel argued that due process prevented the consideration of the materials submitted post-hearing. This position is correct. Respondent was not given notice of any charges based on those materials, nor was the issue litigated below.

As to the charged violations of RPC 1.2(d) and RPC 8.4(c), respondent pointed to the lack of clear and convincing evidence to support the DEC's finding that he assisted his clients in an attempt to defraud the government. In his brief to us, respondent stressed that none of the five clients about whom he testified received SSI benefits.

On this point, the OAE's position was that respondent's acquiescence to his clients' requests to delay their receipt of settlement funds made him a part of their scheme to defraud the government and to receive benefits to which they might not have been entitled, and that whether respondent's "borrowing" could be construed as a bad faith transfer or a bad faith delay in the clients' actual receipt of unearned income was irrelevant to a finding of misconduct on his part.

A review of Title XVI of the Social Security Act, 42 U.S.C. §§ 1381-83 ("the Act"), is required to determine whether the record contains clear and convincing evidence that respondent assisted his clients in defrauding the government. Section 1381a provides that

> [e]very aged, blind, or disabled individual who is determined under part A of this subchapter to be eligible on the basis of

> his income and resources shall, in accordance with and subject to the provisions of this subchapter, be paid benefits by the Commissioner of Social Security.

Section 1382a of the Act defines income as being derived from two categories: earned and unearned income. Earned income includes wages, net earnings from self-employment, remuneration received for services performed, and any royalty earned. Unearned income is defined to include all other income, including, but not limited to, support and maintenance furnished in cash or kind, payments received as an annuity, pension, retirement, or disability benefit, prizes and awards. LaBeaux V. Sullivan, 760 F.Supp. 761 (E.D.N.Y. 1991), regarded settlement proceeds as income under the Act.

An "eligible individual" is one whose income, which is not excluded from consideration under Section 1382b, does not exceed the amount set forth in section 1382a of the Act. The amount of income changes yearly.

The DEC noted that the record did not establish which individuals were involved in the deferral of personal injury awards. Nevertheless, it found that this circumstance did not minimize or limit respondent's responsibility for his "ethical aberrations." The DEC's conclusions that respondent violated RPC 1.2(d) and RPC 8.4(c) are not supported by clear and convincing evidence in the record. This is so for several reasons.

In criminal law, it "is a widely accepted doctrine reflected in either American decisional or statutory law that an uncorroborated extrajudicial confession cannot provide the evidential basis to sustain a conviction for crime." State v. Lucas, 30 N.J. 37, 51 (1959); In re Nelson, Docket No. DRB 04-057 (May 19, 2004) (slip.op. at 38). Even though disciplinary matters are not part of criminal jurisprudence, the fact that respondent made certain admissions against his interests, which he later recanted, does not eliminate the presenter's burden to prove by clear and convincing evidence that respondent counseled, or assisted his clients in conduct he knew was illegal, criminal or fraudulent.

Respondent's testimony at the second hearing was that "other" clients, not those involved in the loans, were the individuals who had asked him to protect their SSI benefits. Respondent claimed that he did not comply with their requests. There was no evidence presented to rebut this testimony. Even if we were to discount that testimony, the OAE did not establish which clients were involved in the purported fraud, what their income levels were, how much money respondent diverted in their behalf, what the eligibility levels were for the year in question, and whether respondent's clients' income levels exceeded those permissible under the statute. Thus, no fraud was established.

Clearly, the OAE failed to prove by clear and convincing evidence that either the five named clients, or any of respondent's other clients, were recipients of SSI benefits. Thus, the OAE fell short of meeting its burden of proof. We, therefore, dismiss the charged violations of RPC 1.2(d) and RPC 8.4(c).

Although we do not conclude that fraud was proven in this matter, we find that respondent's transactions with his clients were fraught with danger, and caution him that his cavalier mindset may place him at risk for more serious ethics repercussions in the future.

In short, the clear and convincing evidence in the record supports only that respondent's conduct violated RPC 1.15(a) (commingling, negligent misappropriation) and RPC 1.15(d) (recordkeeping violations). Respondent presented as mitigation the fact that his books and records have been in compliance with R. 1:21-6 since 1998. To a great extent, however, respondent's compliance with the rules is the result of a Court order directing that his trust account be monitored and that all trust account checks be co-signed by an attorney approved by the OAE.

One more point requires mention. We share the DEC's concern over respondent's lack of candor. His testimony about the loans strains credulity. At the first hearing, he unequivocally testified that his clients wanted him to hold their funds because they did not want to jeopardize their continued receipt of government funds. Four months later, however, after he had time to reflect on his sworn statements and on the probability that the DEC would find that his conduct constituted a fraud on the government, he recanted his testimony. Specifically, respondent claimed that, after re-examining his records, he realized that his earlier testimony was inaccurate. He recalled that his clients had asked him to hold their settlement funds because they needed additional time (one to three months) to find uses for their money.

Why respondent drafted documents showing that his clients consented to his use of their funds, if, as he testified, he did not need the money, is unknown. Moreover, if he was only holding his clients' money for periods of one to three months (until they decided what to do with their funds), his preparation of documents evidencing consent for the loans is suspicious.

At one point, respondent admitted borrowing funds from clients, but could not recall why. Thereafter, he claimed that he never took the money out of his trust account and only remembered making disbursements to or on behalf of his clients. Respondent's lack of candor was further demonstrated by his testimony on the loans he made to his clients. Although he testified that he did not charge them interest on loans, a document memorializing one of the loans showed otherwise.

Respondent's lack of candor constitutes an aggravating factor that must be considered in the assessment of the appropriate measure of discipline for his ethics transgressions.

The discipline in matters involving similar misconduct has ranged from an admonition to a three-month suspension. See, e.g., In the Matter of Bette R. Grayson, Docket No. 97-338 (May 27, 1998) (admonition imposed where the attorney had deficient recordkeeping practices and failed to prepare quarterly reconciliations of client ledger accounts, resulting in the negligent misappropriation of client trust funds in eleven matters); In the Matter of Joseph S. Caruso, Docket No. 96-076 (May 21, 1996) (admonition imposed where the improper recording of a deposit led to a trust account shortage and the attorney committed a number of violations in the maintenance of his trust account); In re Colasanti, 171 N.J. 77 (2002) (reprimand for negligent misappropriation and recordkeeping violations discovered as a result of a select audit of the attorney's records, triggered by the trust overdraft program; five of the seven recordkeeping deficiencies discovered during the audit had not been corrected from a prior random audit); In re Macias, 121 N.J. 243 (1990) (reprimand for failure to correct certain accounting deficiencies after having been directed to do so); In re Carroll, 165 N.J. 566 (2000) (three-month suspension where attorney failed to correct nine trust and business account recordkeeping deficiencies found as a result of a random audit of his records, and failed to cooperate with disciplinary authorities, thereby causing the matter to proceed as a default); the attorney had been privately reprimanded, admonished twice, and suspended for a period of three months); In re Dashoff, 142 N.J. 555 (1995) (three-month suspension where attorney failed to maintain proper trust and business account records, repeatedly failed to bring his records into compliance despite directions from the OAE and failed to cooperate with disciplinary authorities; prior ethics history included a private reprimand and a reprimand); and In re Waters a/k/a Waters-Cato, 139 N.J. 498 (1995) (three-month suspension where attorney was grossly negligent in failing to maintain required trust and business accounts; attorney had prior private reprimand).

In light of respondent's ethics history and his lack of candor at the DEC hearing, we determine that a three-month prospective suspension is warranted in this matter.

Member Barbara Schwartz found that respondent's statement that he withheld his clients' settlements at their request because they feared that their SSI benefits would be jeopardized was sufficient to find a violation of RPC 8.4(c) (fraud). She agreed, nevertheless, that a three-month suspension is the appropriate level of discipline. Member Ruth Lolla did not participate.

We further determine to 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 Alexander Dranov
Docket No. DRB 04-361

Argued: January 20, 2005

Decided: March 15, 2005

Disposition: Three-month suspension

Members	Three-month Suspension	Reprimand	Dismiss	Disqualified	Did not participate
Maudsley	X				
O'Shaughnessy	X				
Boylan	X				
Holmes	X				
Lolla					X
Pashman	X				
Schwartz	X				
Stanton	X				
Wissinger	X				
Total:	8				1

Julianne K. DeCore

Julianne K. DeCore
Chief Counsel