SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 98-027

IN THE MATTER OF

PASQUALE J. CARDONE

AN ATTORNEY AT LAW

Decision

Argued: April 16, 1998

Decided: September 28, 1998

Michael J. Sweeney appeared on behalf of the Office of Attorney Ethics

Mark Biel appeared on behalf of respondent.

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

This matter was before the Board based on a recommendation for discipline filed by Special Master David H. Dugan, III. The complaint filed by the Office of Attorney Ethics ("OAE") charged respondent with violations of *RPC* 1.8(a) (entering into improper business transaction with a client) and *RPC* 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit or misrepresentation) (count I) and *RPC* 1.15 and *R.* 1:21-6 (failure to maintain proper records) (count II). At the ethics hearing, the parties agreed to amend the complaint with

the addition of count III, alleging a violation of *RPC* 3.3(a)(1),(4) and (5) (candor toward a tribunal).

Respondent was admitted to the New Jersey bar in 1976. He has no disciplinary history.

* * *

The OAE alleged that respondent entered into three business transactions with a client, Nancy Cavallaro. These included a $72,000 loan, a $130,000 partnership venture and a $123,000 loan. Although respondent acknowledged the first two transactions, he denied the third. Because respondent contested the nature of the second transaction, characterizing it as an investment carrying a risk of loss, he disclaimed any obligation to Cavallaro for $130,000.

At the ethics hearing, respondent conceded that he violated the recordkeeping rules alleged in count II of the complaint. Thus, the focus of the hearing was the nature of the business transactions between respondent and Cavallaro.

Cavallaro retained respondent to represent her in the sale of various investment properties. Although she was not represented by counsel when she bought the properties, respondent represented her when she sold them. According to Cavallaro she held first mortgages on these investment properties. Respondent prepared and recorded the mortgages, giving Cavallaro copies of the documents. Cavallaro required a "balloon" provision in each

mortgage, requiring full payment within five years of the sale of the property. In the interim, she received monthly mortgage payments. To ensure that she had priority as a creditor, Cavallaro also insisted on holding a first mortgage on the properties.

The $72,000 Loan

In early 1986 Cavallaro sold some investment properties and was looking for investments for the proceeds. Respondent suggested that she lend money to him. Ultimately, she loaned him $72,000. Respondent did not, however, advise Cavallaro to obtain independent counsel. Although in his answer to the complaint respondent alleged that he had advised Cavallaro to consult with other counsel, he conceded at the ethics hearing that he had not.

To consummate the loan, respondent prepared three documents dated February 3, 1986: a mortgage note, a mortgage and a personal guarantee. In accordance with Cavallaro's instructions, the mortgage contained an interest rate of ten and one-half percent and required payment in full in five years. As was her practice, Cavallaro insisted on securing the loan with a first mortgage on other property owned by respondent, who suggested a corner lot in Somers Point near Shore Memorial Hospital. Because Cavallaro was not familiar with the property, she required and received respondent's personal guarantee as additional security for the loan.

According to Cavallaro, she believed that respondent had given her a first mortgage

on property that he owned individually and that he would record the mortgage. Consistent with this understanding, respondent sent her a February 10, 1986 letter indicating that the mortgage had been sent to the clerk's office for recording.

As it turned out, respondent did not own the property individually, there was a prior mortgage encumbering the property and respondent never recorded the mortgage. A title search showed that the property was owned by "Pasquale J. Cardone and Bruce Stretch, DBA JABSPA Assoc., a General Partnership." The property was subject to a prior $140,000 mortgage held by National Community Bank of New Jersey. That mortgage had been recorded on June 18, 1985, approximately eight months before Cavallaro extended the loan to respondent.

The mortgage note required respondent to make monthly payments of $679.82 to Cavallaro beginning March 3, 1986, with full payment due on February 3, 2001. Respondent made these payments from March 1986 through July 1991, reducing the principal balance by $5,000. After respondent sold the Somers Point property in 1991, he gave Cavallaro $101,997.43, $72,000 of which was to pay off the loan. As will be seen below, the $35,000 balance from the sale proceeds was applied to other debts respondent owed Cavallaro.

For his part, respondent testified that Cavallaro was aware that she was making an unsecured loan, that the property was owned by the partnership, that it was subject to a prior mortgage and that the mortgage he had given to her would not be recorded. According to respondent, he gave Cavallaro the note, mortgage and personal guarantee for her use only if

he died or became incapacitated. Respondent contended that, during this time, he was frequently absent from his office because his mother was ill. He asserted that, although he may have signed a letter indicating that the mortgage was being sent for recording, the letter had been sent in error.

The $130,000 Investment

In 1987 respondent suggested that Cavallaro invest in a liquor store in Cherry Hill that respondent and his brother-in-law, Louis Abbattista, were interested in buying. After looking at the property, Cavallaro agreed to invest $130,000. Respondent and Cavallaro agreed that she would receive eleven percent stock ownership in an entity known as 613 Bay Corporation, which would own the business and the liquor license, and in a business called Caps Associates, which would own the real estate. The parties also agreed that Cavallaro's name would appear on the deed and liquor license. According to Cavallaro, respondent advised her that, based on the security of the real estate and liquor license, the investment carried no risk. She contended that, as with the $72,000 loan, respondent never advised her to consult another attorney before entering into this transaction.

Respondent and Abbattista planned to borrow approximately $1,250,000 to acquire the liquor store. Because Cavallaro did not want to be exposed to liability for that loan, the partnership agreement that respondent prepared provided that Cavallaro's total liability was

limited to the amount of her investment. Respondent and Cavallaro signed a limited partnership agreement on October 16, 1987. In accordance with that agreement, Cavallaro made the following cash contributions: $60,000 on October 14, 1987, $5,000 on November 20, 1987 and $65,000 on September 1, 1988. On August 22, 1988 respondent signed a document acknowledging receipt of $130,000 from Cavallaro and agreeing that 613 Bay Corporation and Caps Associates would sell Cavallaro an eleven percent interest in those corporations. However, respondent never prepared any documents giving Cavallaro title to the property or the liquor license and never issued stock certificates to Cavallaro.

According to respondent, he advised Cavallaro that the limited partnership represented an investment that carried not only the potential for profit, but also the risk of loss. Respondent pointed out that the partnership agreement contained an express provision referring to Cavallaro's risk of loss, which, he added, was ten times less than his. Respondent alleged that the bank and the seller of the liquor store, who were providing the financing, would not permit Cavallaro to own an interest in the venture unless she signed a personal guarantee, as had respondent and Abbattista; because Cavallaro was not willing to risk liability for these loans, she would not sign a personal guarantee. Respondent, thus, contended that it was impossible for him to add Cavallaro's name to any of the ownership documents. He also asserted that he had advised Cavallaro to consult another attorney before investing in the liquor store and that she had indicated to him that she had done so.

After the liquor store had been acquired and operating for about one year, respondent learned that his brother-in-law, Abbattista, had stolen money from the business. Respondent

fired Abbattista and took over the operation of the store, trying to hold off numerous creditors and salvage the business. Although respondent borrowed an additional $200,000 for the liquor store, eventually the business failed. Respondent filed for personal bankruptcy in November 1995.

The $123,000 Loan

Cavallaro contended that, after respondent told her about the financial condition of the liquor store, she lent him an additional $123,000. According to Cavallaro, respondent knew that she had funds available from the estate of her "common-law" husband, Dusan Pirnar, who had died in 1986. Cavallaro asserted that she received respondent's assurance that with this loan he would set his financial affairs in order and that he would repay this obligation to her. This loan, too, was secured by a mortgage on the Somers Point property. According to Cavallaro, she was not concerned that this loan was secured by the same property as the $72,000 loan because respondent had told her the property was worth $1,500,000 and she was not aware that there was a prior lien.

The note and mortgage, dated May 2, 1989, required respondent to make monthly payments of $850 for two years, after which the entire balance was due. Respondent made payments from May 1989 through June 1991, but did not pay the balloon payment.

Cavallaro testified that, because respondent entered into the settlement and security

agreement discussed below, she did not retain her records of this loan. She stated that she had given respondent the funds by way of three checks: a $15,000 check, a $55,000 check and a $53,000 check. According to Cavallaro, she had sold one of her investment properties and had endorsed to respondent a check received from a title company. She produced a copy of a $15,000 certified check dated February 7, 1989, payable to respondent, and a February 21, 1989 savings withdrawal slip in the amount of $55,000. That slip bore the following notation: "Cashier's Check # (illegible) payable to Pat Cardone." Cavallaro stated that a bank employee had made that notation.

Respondent gave a completely different version of this transaction. According to respondent, he did not borrow an additional $123,000 from Cavallaro. Instead, respondent claimed that she had threatened to report him to the ethics authorities for entering into a business transaction with a client. Respondent asserted that, although Cavallaro's $130,000 contribution to the liquor store venture was an investment carrying a risk of loss, he nevertheless agreed to reimburse her for that investment, minus a $7,000 "draw" made by Cavallaro. Respondent testified that Cavallaro assured him that, if he gave her another mortgage and made the payments on it, she would not file a grievance against him. Respondent, thus, claimed that Cavallaro had coerced him to sign the May 2, 1989 mortgage.

Respondent contended that the withdrawal slip and certified check did not show that Cavallaro had lent him $123,000; he added that they "could have been" mortgage payoffs of investment properties that he had handled in Cavallaro's behalf. Respondent stated that

he could not locate documents supporting his position because, after he closed his office, his records were placed in boxes.

The Civil Litigation

Cavallaro retained an attorney, who sent respondent an October 17, 1989 letter requesting repayment of the $325,000 ($72,000 plus $130,000 plus $123,000) that Cavallaro had lent him. The attorney requested financial statements and enclosed a loan and security agreement for respondent's signature. Respondent testified that, upon receiving this letter, he contacted Cavallaro, disputing that he owed her $325,000 because the $130,000 and $123,000 transactions were the same.

On August 21, 1990 Cavallaro's attorney filed a civil complaint against respondent, reciting the three transactions, claiming that respondent had committed fraud and requesting damages of $325,000 plus interest, treble damages for consumer fraud, punitive damages, an accounting and other equitable relief. Respondent was represented by counsel in this litigation. On July 1, 1991 the parties resolved the litigation by entering into a "Settlement and Security Agreement" ("agreement") and a consent judgment. In the agreement, respondent acknowledged that there were three separate transactions: the $72,000 loan, the $130,000 investment and the $123,000 loan. By this time, respondent had sold the Somers Point property and the agreement credited him with the payment of $101,997.43 he had made

to Cavallaro using the sales proceeds. Thus, the agreement required respondent to pay Cavallaro $254,300 plus ten percent interest. The agreement provided that respondent had been credited with all payments made to Cavallaro. The agreement did not refer, however, to the $7,000 "draw" allegedly taken by Cavallaro from the liquor store partnership.

The agreement specifically provided the following:

> 37. Bankruptcy. Pasquale J. Cardone acknowledges and agrees that the debts contracted with Nancy Cavallaro totaling [sic] $325,000.00 were contracted, documented and the proceeds used in a manner which renders them nondischargeable in Bankruptcy. Pasquale J. Cardone therefore agrees that the balance due of $254,300.00 plus interest and costs shall not be dischargeable in bankruptcy nor be subject to reduction in any court proceeding. Pasquale J. Cardone acknowledges and agrees that he has no defense to the indebtedness. Pasquale J. Cardone acknowledges that no threats have been made or implied by Nancy Cavallaro or her attorneys that criminal or disciplinary actions will or will not be taken against him for the debt or for his legal representation of Nancy Cavallaro or Nancy Pirnar.

In accordance with the agreement, respondent made monthly interest payments on the judgment from July 1991 through August 1994. In November 1995 he filed a bankruptcy petition in which, notwithstanding the above paragraph of the agreement, he sought to discharge his obligation to Cavallaro. However, at the Board hearing, respondent's counsel represented that the bankruptcy matter had concluded and that respondent had not objected to Cavallaro's motion for a ruling that the debt was not dischargeable.

Respondent claimed that he had signed the agreement under duress. Specifically, respondent testified that Cavallaro and her attorney had threatened to denounce him to the disciplinary authorities if he did not sign the agreement. Respondent contended that,

notwithstanding the recitation that no threats had been made, he had signed the agreement because he had had no choice.

In summary, respondent denied owing Cavallaro $130,000 and $123,000. He acknowledged that he had borrowed $72,000 from Cavallaro, had paid off that loan and had tried, by way of a bankruptcy proceeding, to discharge the indebtedness arising from the settlement agreement and consent judgment.

The presenter argued that, if respondent believed that he had not borrowed $130,000 or $123,000, then he had misled the civil court by signing documents acknowledging an obligation of $254,300, in violation of *RPC* 3.3(a).

* * *

The special master found, and respondent conceded, that respondent violated *RPC* 1.15(d) and *R.* 1:21-6. The special master also determined that respondent violated *RPC* 1.8(a) because: (1) he failed to advise Cavallaro to seek the advice of independent counsel in the $72,000 loan transaction; (2) he failed to obtain Cavallaro's written consent to any of the transactions; and (3) the three transactions were not fair and reasonable to Cavallaro, in part because the loans were unsecured — since the mortgages were not recorded and respondent failed to give Cavallaro personal financial statements.

The special master found also that respondent violated *RPC* 8.4(c) in creating phony

mortgages and using them to induce loans from Cavallaro. The special master concluded that the mortgages were invalid because respondent could not grant a mortgage without his partner's consent. The special master also noted that, because the property was subject to a prior mortgage, neither mortgage could have been recorded as a first mortgage. The special master rejected respondent's version that, despite Cavallaro's knowledge that respondent owned the Somers Point property with a partner and that there was a prior mortgage, she was willing to extend him a loan. The special master observed that Cavallaro's customary practice was to secure each investment with a first mortgage. Thus, the special master concluded, respondent committed dishonesty, fraud, deceit and misrepresentation in obtaining the two loans from Cavallaro.

With respect to the $130,000 investment, the special master found no violation of *RPC* 8.4(c). Although he found that the transaction was not fair and reasonable to Cavallaro, he reasoned that, by seeking to limit her potential liability to the amount of her investment, she was aware of the risk of loss. Moreover, the special master remarked, at the time that she advanced the second $65,000, Cavallaro was aware that she would not receive stock certificates or title to the liquor license or real property. The special master, thus, concluded that respondent did not engage in dishonesty, fraud, deceit or misrepresentation with respect to the $130,000 investment.

Because the special master endorsed the validity of the settlement agreement, he dismissed the charge of a violation of *RPC* 3.3(a)(1), (4) and (5), ruling that, at the time that

respondent entered into the settlement agreement and the consent judgment, he believed that he owed Cavallaro the amount listed in those documents.

The special master determined that Cavallaro lost $254,300 as a result of respondent's misconduct. Finding that respondent took "extreme advantage" of Cavallaro, the special master recommended disbarment.

* * *

Following a *de novo* review of the record, the Board is satisfied that the special master's finding of unethical conduct is clearly and convincingly supported by the evidence. With respect to the $72,000 loan, respondent did not comply with any of the safeguards of *RPC* 1.8(a), which provides as follows:

> A lawyer shall not enter into a business transaction with a client . . . unless
>
> (1) the transaction and terms in which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in manner and terms that should have reasonably been understood by the client,
>
> (2) the client is advised of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent counsel of the client's choice on the transaction, and
>
> (3) the client consents in writing thereto.

The loan was not fair and reasonable to Cavallaro. To the contrary, respondent, as

Cavallaro's attorney in her other investment matters, was aware that Cavallaro insisted on several conditions in lending money: she was to hold a first mortgage, the mortgage had to be recorded and a balloon provision was required. Even if respondent's position – that Cavallaro was aware that he did not own the Somers Point property individually, that there was a prior mortgage and that the mortgage would not be recorded – is accepted, the transaction was not in Cavallaro's interest. Respondent's claim that Cavallaro had agreed to make an unsecured loan of $72,000 to him is not credible.

Respondent also failed to comply with the other safeguards of *RPC* 1.8(a), that is, he did not advise Cavallaro to seek independent counsel or obtain her written consent to the loan transaction.

Similarly, Cavallaro's investment of $130,000 in the liquor store venture was not to her benefit. Respondent accepted $65,000 from Cavallaro based on his understanding that title to the liquor store premises and license would be in her name as well. When respondent discovered that the lender would not permit Cavallaro to hold title without her personal guarantee, which Cavallaro was unwilling to provide, he should have so informed her and terminated her interest in the partnership. Instead, he accepted another $65,000 advance from her, giving her only a "receipt" and a promise to issue stock certificates that never materialized. Once again respondent obtained substantial funds from his client, with no security, in violation of *RPC* 1.8(a). As with the $72,000 loan, the partnership venture was not fair and reasonable to Cavallaro and she did not consent in writing to the transaction.

Here, however, respondent claimed that he had advised Cavallaro to obtain independent counsel and that she had assured him that she had done so. This claim is devoid of merit. Respondent did not ask Cavallaro the name of the attorney with whom she had consulted, did not ask what advice she had received and did not contact the attorney, actions that would be expected of him under those circumstances. Moreover, it is likely that, if Cavallaro had consulted with an attorney, that attorney would have counseled her not to invest in the liquor store venture.

It is clear from the record that respondent borrowed $123,000 from Cavallaro. This loan, too, was not fair and reasonable to Cavallaro. As pointed out by the presenter, the monthly payments respondent made on that loan did not even cover the interest. The settlement and security agreement and consent judgment signed by respondent acknowledged that there were three separate transactions between respondent and Cavallaro: the $72,000 loan, the $130,000 investment and the $123,000 loan. The Board rejected respondent's assertion that he never borrowed $123,000 from Cavallaro, in light of the settlement agreement and consent judgment acknowledging that loan. Respondent's explanation that Cavallaro coerced him into signing the $123,000 mortgage and the settlement agreement by threatening to file an ethics grievance is not supported by the record. The agreement itself expressly provides that Cavallaro did not threaten disciplinary proceedings.

Respondent's claim of coercion was a device contrived to avoid the settlement agreement and consent judgment that he freely signed. Respondent was represented by

counsel when he entered into the agreement and made interest payments totaling $62,200 on the judgment for thirty-eight months. Only after respondent filed a bankruptcy petition did he assert that he was coerced into signing the agreement and that he had not borrowed $123,000 from Cavallaro. His position is not tenable. Moreover, his attempt to discharge his debt to Cavallaro after he had signed an agreement reciting that the indebtedness would not be dischargeable in bankruptcy smacks of bad faith. The special master's dismissal of the charge of a violation of *RPC* 3.3(a) (1), (4) and (5) was, thus, proper. Although respondent asserted at the ethics hearing that the agreement contained false information, this position was a late arrival and raised questions about respondent's lack of candor. At the time respondent entered into the agreement, he knew it was accurate.

It is obvious from the ethics hearing transcripts that, in every instance, respondent's understanding of the transactions with Cavallaro differed from the documents memorializing those endeavors, while no documentation supported his versions. For instance, although respondent wrote Cavallaro a letter indicating that the $72,000 mortgage would be recorded, he claimed that it had been sent in error; despite the fact that he gave Cavallaro the mortgages encumbering the Somers Point property, he alleged that she knew he did not own the property individually and that there was a prior mortgage; the partnership agreement provided that Cavallaro would be owner of record of the liquor license and real estate, but respondent asserted that Cavallaro understood it was not possible to add her name to the title documents; and, although respondent signed the settlement agreement and consent judgment, he disclaimed their validity.

The Board was unable to agree with the special master's finding that respondent did not violate *RPC* 8.4(c) in the partnership matter. Cavallaro testified that respondent assured her that there was no risk of loss due to the adequate security provided by the real estate and the liquor license, both of which would contain Cavallaro's name. Respondent, as an experienced attorney, had to know that, without a personal guarantee, the lenders would not have permitted Cavallaro to have an ownership interest in the venture.

In summary, respondent obtained a total of $325,000 from his client, knowing that, if he had disclosed the actual terms of the transactions, she would not have participated in them. Respondent engaged in three business transactions that were not fair and reasonable to his client, failed to advise her to seek independent counsel and failed to obtain her written consent to the transactions. In addition, respondent engaged in at least two instances of conduct involving dishonesty, fraud, deceit and misrepresentation. He also failed to maintain proper business and trust account records. After inducing his client to lend him $325,000 and signing an agreement that the debt was non-dischargeable and that he still owed her $254,300, respondent sought to discharge his debt in bankruptcy, a position he apparently later abandoned.

Generally, in cases involving conflicts of interest, absent egregious circumstances or economic injury to clients, a reprimand constitutes appropriate discipline. *In re Berkowitz*, 136 *N.J.* 134 (1994); *In re Porro*, 134 *N.J.* 524 (1993); *In re Doig*, 134 *N.J.* 118 (1993); *In*

re Woeckener, 119 *N.J.* 273 (1990); *In re Paschon*, 118 *N.J.* 430 (1990). However, when serious economic injury results, a term of suspension has been imposed. *In re Doyle*, 146 *N.J.* 629, (1996); *In re Dato*, 130 *N.J.* 400 (1992); *In re Gallop*, 85 *N.J.* 317 (1981); *In re Hurd*, 69 *N.J.* 316 (1976). In *In re Haft*, 146 *N.J.* 489 (1996), and *In re Epstein*, 143 *N.J.* 332 (1996) the attorneys were suspended for one year for borrowing money from clients under circumstances that were no fair and reasonable to the clients.

The court has imposed longer terms of suspension and even disbarment when attorneys take extreme advantage of their clients. In *In re Humen*, 123 *N.J.* 289 (1991), the attorney represented a friend, an elderly widow, in the purchase of property from another friend of the attorney, who took back a purchase money mortgage, which the attorney did not record. The attorney then persuaded the client to permit him to manage the property, after which he misrepresented to the client that the property was operating at a loss. The attorney bought the property from the client, paying less than she had three years earlier, despite the appreciation of the property value. Finally, the attorney lent money to the client on terms favorable to the attorney without disclosing to her that he was the lender. He also failed to advise the client to seek independent counsel in all of these transactions. The Court suspended the attorney for two years. Similarly, the Court reciprocally suspended an attorney for two years for inducing a longstanding client to lend $55,000 to another client, of whom the attorney was a judgment-creditor, without disclosing to the client-investor the risky circumstances concerning the transaction. *In re Harris*, 115 *N.J.* 181 (1989). Finally,

in *In re Ort*, 134 *N.J.* 146 (1993) the attorney misrepresented to the Court the value of his services, charged excessive and unreasonable fees and withdrew money from an estate account without authorization. For his flagrant overreaching of his client, Ort was disbarred.

Here, in recommending disbarment, the special master relied on cases that are distinguishable from this matter. In *In re Wolk*, 82 *N.J.* 326 (1980), the attorney not only advised a widowed client to make a hopeless investment in a building in which he had an interest, while concealing such material information as the fact that the building was in foreclosure, but he also attempted to commit a fraud on a federal district court and his clients to obtain a legal fee larger than was due. Wolk was disbarred. In *In re Blumenstyk*, 152 *N.J.* 158 (1997), also cited by the special master, disbarment was required for the knowing misappropriation of client trust funds.

In the instant matter, respondent's client suffered serious economic injury. Respondent still owes Cavallaro more than $254,300 and, contrary to a settlement agreement, sought to discharge that indebtedness in a bankruptcy proceeding. He took advantage of his client by fraudulently inducing her to enter into transactions that were not fair and reasonable to her. In mitigation, the Board noted that respondent has enjoyed a twenty-two year unblemished professional career. Respondent's misconduct, while serious, was not as grievous as that of the attorneys in *Ort* and *Wolk* such as to warrant disbarment.

In light of the foregoing, the Board unanimously determined to impose a three-year suspension. One member recused herself. One member did not participate.

The Board further determined to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs.

Dated: 9/28/98

By: _____
LEE M. HYMERLING
Chair
Disciplinary Review Board

SUPREME COURT OF NEW JERSEY

DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Pasquale J. Cardone
Docket No. DRB 98-027

Argued: April 16, 1998

Decided: September 28, 1998

Disposition: Three-Year Suspension

Members	Disbar	Three-Year Suspension	Reprimand	Admonition	Dismiss	Disqualified	Did not Participate
Hymerling		x					
Zazzali		x					
Brody		x					
Cole		x					
Lolla		x					
Maudsley						x	
Peterson		x					
Schwartz							x
Thompson		x					
Total:		7				1	1

Robyn M. Hill 10/22/98
Robyn M. Hill
Chief Counsel