SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 16-070
District Docket No. XIV-2014-0546E

IN THE MATTER OF	
ALEXANDER J. GUREVICH	
AN ATTORNEY AT LAW	

Decision

Argued: July 21, 2016

Decided: December 1, 2016

Jason D. Saunders appeared on behalf of the Office of Attorney Ethics.

Justin P. Walder appeared for respondent.

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

This matter was before us on a motion for reciprocal discipline filed by the Office of Attorney Ethics (OAE), pursuant to R. 1:20-14(a)(4), based on respondent's eighteen-month suspension in New York for violations of the New York equivalents of RPC 1.8(a)(1) and (3) (improper business transaction with a client), RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation), and RPC 8.4(d)

(conduct prejudicial to the administration of justice). Respondent failed to notify the OAE of the New York discipline, as required by R. 1:20-14(a)(1).

We determine to grant the OAE's motion and to impose an eighteen-month, prospective suspension.

Respondent was admitted to the New Jersey bar in 1988. He was admitted in New York and Connecticut that same year. He has no prior discipline in New Jersey. However, respondent was declared administratively ineligible to practice on September 12, 2016, based on his failure to pay his annual registration fee to the Lawyers' Fund for Client Protection.

On July 21, 2009, the Departmental Disciplinary Committee for the First Judicial Department filed a Notice of Charges of violations of the New York Lawyer's Code of Professional Responsibility against respondent.

The facts are contained in the December 17, 2010 report of the hearing panel before the Departmental Disciplinary Committee of the Appellate Division of the Supreme Court of New York, First Judicial Department (Committee), which adopted most of the findings contained in the report of the special referee.

In fall 2003, respondent headed a group of investors, including his law partner, Peter Janoff, and personal friends, in the purchase of an outlet mall in Secaucus, New Jersey.

Respondent had learned from Saadia Shapiro, the managing member of the mall's owner, Designer Outlet Gallery (DOG), that DOG was in default of its mortgage loan. After some negotiation, respondent and Shapiro agreed to co-broker a sale. Respondent established Castle Development Group, LLC (Castle) to receive the brokerage commission, which he and Shapiro would then split evenly.

Respondent negotiated the purchase of the mall for $13 million and, on August 22, 2003, executed an agreement of sale. On October 22, 2003, respondent assigned the contract to Secaucus Outlet Center, LLC (SOC), a New Jersey limited liability company that respondent had formed, along with other investors, to acquire the mall. Respondent was named the managing member of the corporation and held a twenty-five percent equity interest in it.

Next, respondent negotiated with UBS Real Estate Investment Inc. (UBS) to provide financing for the purchase. On October 9, 2003, UBS issued the equivalent of a commitment letter, a "Mortgage Loan Application," in the amount of $10 million. SOC investors, including respondent, intended to furnish the remaining $3 million of the purchase price.

The transaction was scheduled to close on November 25, 2003 in the New York office of UBS' law firm, Cole, Schotz, Meisel,

Forman & Leonard, P.A (Cole Schotz). In the weeks leading up to the sale, respondent represented SOC, while William Park, of Cole Schotz, represented UBS. On October 10, 2003, Park sent respondent the initial draft of the loan documents, which respondent then reviewed. Thereafter, UBS reduced the loan amount to $8.2 million. Contemporaneously with the loan reduction, Park sent respondent revised loan documents.

As a result of UBS' actions, SOC faced a $1.8 million shortage in financing for the transaction. In order to sustain the transaction, respondent secured three additional sources of financing: (1) Vitaly Tsimerman and his wife, Alla Bronshteyn (the Tsimermans), loaned SOC $750,000; (2) respondent and Shapiro, through Castle, loaned SOC $780,000, by deferring payment of the brokerage commission for one year after the sale; and (3) respondent loaned the $250,000 balance using his own funds.

The Tsimermans had been respondent's real estate and business clients since 1991. In January 2003, the Tsimermans retained respondent's partner, Janoff, to represent them in a criminal matter involving one of their businesses, an "ambulette" company. Several months later, in November 2003, the New York State Attorney General charged the Tsimermans with Medicare fraud in a multi-count criminal indictment. When the

Tsimermans sought respondent's advice to protect their assets in the event they were found guilty, he suggested a loan to finance a portion of the mall's purchase price. After completing due diligence on their own, the Tsimermans loaned SOC $750,000, "allegedly through an entity that they controlled." SOC executed a promissory note bearing a twelve percent annual interest rate and requiring repayment of the principal in one year. The loan was secured by all of the outstanding shares of SOC, as contained in a separate security agreement.

Respondent advised the Tsimermans that his interests as borrower might be adverse to theirs as lenders, and that they should seek the advice of independent counsel before entering into the transaction. He did not, however, obtain from them a written conflict-of-interest waiver.

SOC paid the interest on the Tsimerman loan to an entity that the Tsimermans controlled. On March 2, 2005, that loan was renewed for another year, and a new promissory note was executed. Once again, respondent did not obtain the Tsimermans' written waiver of the conflict.[1]

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[1] Ultimately, the Tsimermans sued Janoff, respondent, and Janoff & Gurevich, in federal court. The suit was settled in 2008 and the Tsimermans were paid $825,000.

In respect of respondent and Shapiro's deferment of the $780,000 broker's commission, the August 2003 contract of sale arranged for the commission to be "owed by the seller, DOG, but paid by the buyer, SOC, as part of the purchase price," effectively acting as a $780,000 setoff against the purchase price. On the closing date, respondent executed a promissory note from SOC for $780,000 to be paid to Castle, the entity that respondent and Shapiro owned in equal fifty-percent shares. The note stated that it was to be secured by a $780,000 mortgage from SOC on the mall property. The record does not reveal whether that mortgage was ever executed, but no such mortgage was ever recorded. At the closing, and after UBS' attorney, Park, had already left the building, respondent gave a check to Shapiro, drawn on Janoff & Gurevich's escrow account, in the amount of $780,000, payable to Shapiro & Shapiro, representing the brokerage commission. Respondent claimed that he had not reached an agreement with Shapiro to swap that check for a promissory note until after Park had left the closing.

Respondent did not disclose to Park the numerous changes in the circumstances of the transaction. Park then sent the check to the title company, where it was held until the escrow was released. At that point, the check was sent to Shapiro, who held

it, pursuant to the promissory note side agreement with respondent.

Finally, respondent furnished his personal check for the remaining $250,000 needed to fund the purchase. Those funds acted as a $250,000 interest-free loan to SOC.

Respondent, on SOC's behalf, executed a number of the closing documents that UBS required for the closing. On November 25, 2003, he executed a Mortgage Assignment of Leases and Rents and Security Agreement (mortgage), which he dated November 26, 2003. The mortgage contained a number of representations, warranties, and covenants by SOC. Respondent represented that SOC had not and would not incur any indebtedness other than the financed amount owed to UBS. Respondent also represented that SOC would not "mortgage, encumber, pledge or otherwise transfer" the mall property without UBS' prior consent.

Respondent executed an amendment to the operating agreement for SOC, under which the buyer guaranteed that, for as long as UBS had a mortgage lien on the mall property, SOC would, essentially, incur no new debt. Respondent further executed a certificate on SOC's behalf representing that no loans existed payable to "any stockholder, officer, director or member of any general or limited partner of SOC."

Finally, respondent signed the HUD-1 settlement statement for SOC, a section of which contained his certification that the HUD-1 contained "true and accurate information of all receipts and disbursements made by SOC." The HUD-1 that respondent signed listed the $780,000 brokerage commission as having been paid at closing.

On December 8, 2006, the Committee deposed respondent in connection with its ethics investigation. Respondent testified falsely that SOC had received a short term loan of $750,000 from DOG in order to cover the financing shortage. His answers to questions about that loan were vague; he could not recall specific details of the loan. On January 10, 2007, respondent produced SOC's promissory note to Castle, and characterized it as Shapiro's company, failing to disclose to ethics authorities that he and Shapiro were Castle's only shareholders. On March 1, 2007, during respondent's second deposition, he admitted that he and Shapiro set up Castle to receive the brokerage fee for the transaction. He denied, however, that he had been evasive during his earlier testimony.

On May 4, 2010, respondent introduced the testimony of four witnesses who testified about his good character. He also offered in evidence thirty-four letters of a similar nature.

I. The Misrepresentations in Closing Documents

Charges One, Three, Four, Five, and Six of the Notice of Charges alleged that respondent misrepresented to UBS, in several closing documents, that SOC had no other loans, mortgages, or other encumbrances beyond UBS' financing. By obtaining additional financing to cure the $1.8 million shortage, using loans and other encumbrances to secure the debt, respondent rendered those representations to UBS in the closing documents false. Specifically, SOC had received a $750,000 loan from the Tsimermans, pledging all shares of SOC as collateral for that loan. SOC also received a $780,000 loan from Castle under a loan agreement that gave Castle a mortgage on the mall property. Lastly, SOC was further encumbered by respondent's $250,000, albeit unsecured, loan to the buyer.

Respondent claimed that any misrepresentations he may have made were inadvertent, due to the complex nature of the transaction. He claimed not to have reviewed "each of the warranties and representations contained in the mortgage documents and did not knowingly or intentionally make any misrepresentations in any documents." He also portrayed himself as an unsophisticated real estate lawyer.

The Committee agreed with the special referee's assessment that respondent was, in fact, a sophisticated commercial real

estate attorney who had reviewed the closing documents prior to closing. The Committee found that respondent must have known that the additional financing "would have affected UBS' decision to provide financing." Furthermore, the Committee found that respondent knew that the closing documents contained misrepresentations, but he "ignored or hid them," so that he and his business partners could reap the rewards of the transaction.

The special referee determined that respondent stood to collect $50,000 in legal fees for the closing, $390,000 in brokerage commissions, and $6,000 per month in interest on the SOC from Castle loan. Conversely, he and the other investors could have lost $30,000, spent on the UBS loan application process, and a $250,000 deposit, if the transaction did not go to settlement.

The Committee concluded that, by his actions, respondent violated the New York equivalent of RPC 8.4(c).

II. The Conflict of Interest

The Committee concluded that the $750,000 loan from the Tsimermans amounted to a business transaction with respondent's clients. Because respondent and the Tsimermans had divergent interests, the New York equivalent of RPC 1.8(a) required respondent to obtain the Tsimermans' written consent to waive

the conflict of interest. He did not do so, in violation of that rule.

III. The Misrepresentations to the Committee

Finally, the Committee found that respondent made false statements during his December 8, 2006 deposition about the $780,000 Castle to SOC loan. The Committee agreed with the special referee's determination that respondent had not forgotten how he had structured his receipt of $390,000 of the $780,000 brokerage commission, noting that Castle was an ongoing entity, and respondent was SOC's managing agent. To the contrary, the Committee concluded that respondent had concealed his role in the $780,000 loan, in order to obscure the other misrepresentations in the closing documents.

In aggravation, the Committee found "troubling," respondent's lack of remorse and "ongoing refusal to acknowledge the gravity of his wrongdoing and accept responsibility." Specifically, he showed an "ends justifying the means" attitude during the ethics investigation; continued to deflect responsibility for his actions with ethics investigators when claiming ignorance of the closing document provisions; and minimized the seriousness of his misconduct when dealing with his adversaries, his clients, and the Committee. Respondent even

testified that his misrepresentations may have helped the parties, when stating, "I think the repercussions for the bank, for the investors, and for the Tsimersmans and for everyone else I think would have been a lot worse if they didn't occur."

In mitigation, the Committee considered respondent's charitable work for Friends of the Israeli Defense Forces, the First North American Russian Council, the Chabad House in Westport, and the Bowery Mission. The Committee also considered numerous letters and character testimony from respondent's colleagues, business partners, friends, members of the community, and his rabbi. In addition, respondent had no prior discipline in New York.

On February 23, 2012, the Supreme Court, Appellate Division, First Judicial Department, entered an order and written opinion, affirming the findings and recommendations of the Committee and imposing an eighteen-month suspension, effective March 26, 2012.

The OAE recommended a suspension ranging between one to two years.

Reciprocal disciplinary proceedings in New Jersey are governed by R. 1:20-14(a)(4), which provides that

> The Board shall recommend imposition of the identical action or discipline unless the Respondent demonstrates, or the Board finds on the face of the record upon which the discipline in another

jurisdiction was predicated that it clearly appears that:

> (A) the disciplinary or disability order of the foreign jurisdiction was not entered;
>
> (B) the disciplinary or disability order of the foreign jurisdiction does not apply to the Respondent;
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> (C) the disciplinary or disability order of the foreign jurisdiction does not remain in full force and effect as the result of appellate proceedings;
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> (D) the procedure followed in the foreign matter was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process; or
>
> (E) the unethical conduct established warrants substantially different discipline.

A review of the record does not reveal any conditions that would fall within the ambit of subparagraphs (A) through (E).

"[A] final adjudication in another court, agency or tribunal, that an attorney admitted to practice in this state . . . is guilty of unethical conduct in another jurisdiction . . . shall establish conclusively the facts on which it rests for purposes of a disciplinary proceeding in this state." R. 1:20-14(a)(5). Thus, with respect to motions for reciprocal discipline, "[t]he sole issue to be determined . . . shall be the extent of final discipline to be imposed." R. 1:20-14(b)(3).

Respondent engaged in serious misconduct by making numerous misrepresentations on closing documents in a $13 million commercial real estate transaction. Specifically, he (1) misrepresented in the mall mortgage that SOC had not incurred and would not incur any indebtedness other than the debt owed to UBS, when he knew that SOC had received or was about to receive substantial loans from the Tsimermans, Castle, and respondent himself; (2) misrepresented in the mall mortgage that no owner of an interest in SOC was currently under investigation for alleged criminal activity, knowing that the Tsimermans were under investigation by the New York State Attorney General; (3) misrepresented in the mall mortgage that SOC would not mortgage or encumber either the mall or any ownership interest in SOC, knowing that he was about to execute promissory notes in favor of Castle and the Tsimermans; (4) misrepresented in SOC's amended operating agreement that SOC would not incur any other debt, knowing that SOC was receiving substantial loans from the Tsimermans, Castle, and respondent himself; (5) misrepresented in SOC's officer's certificate that SOC had no loans payable to any stockholder, officer, director, or member of a general or limited partner of SOC, knowing that he had personally extended a $250,000 loan to SOC and that he was a fifty-percent beneficiary of SOC's $780,000 note payable to Castle; and (6)

misrepresented in the HUD-1 that the $780,000 brokerage commission was paid at settlement, knowing that it had not been paid and that he and Shapiro had instead taken a promissory note from SOC. Respondent's actions violated RPC 8.4(c).

Respondent also lied to ethics investigators that SOC had taken a short term loan from the seller at closing. The loan was actually from Castle to SOC, and respondent was a member of Castle. Respondent told this lie in hopes of obscuring the numerous other misrepresentations in the loan documents, thus constituting another violation of RPC 8.4(c), as well as conduct prejudicial to the administration of justice, a violation of RPC 8.4(d).

Finally, although respondent discussed with the Tsimermans the conflict of interest inherent in borrowing from clients, and advised them to consult independent counsel about making a loan to SOC, he failed to obtain their written consent to waive the conflict, a violation of RPC 1.8(a)(1) and (3).

The discipline imposed for misrepresentations on closing documents has ranged from a reprimand to a term of suspension, depending on the seriousness of the conduct, the presence of other ethics violations, the harm to the clients or third parties, the attorney's disciplinary history, and other factors, whether in aggravation or in mitigation. See, e.g., In re

Barrett, 207 N.J. 34 (2011) (reprimand for attorney who misrepresented that a HUD-1 statement that he signed was a complete and accurate account of the funds received and disbursed as part of the transaction; the HUD-1 reflected the payment of nearly $61,000 to the sellers, whereas the attorney disbursed only $8,700 to them; the HUD-1 also listed a $29,000 payment by the buyer, who had paid nothing; finally, two disbursements totaling more than $24,000 were left off the HUD-1 altogether); In re Mulder, 205 N.J. 71 (2011) (reprimand for attorney who certified that the HUD-1 that he prepared was a "true and accurate account of the funds disbursed or to be disbursed as part of the settlement of this transaction;" specifically, the attorney certified that a $41,000 sum listed on the HUD-1 was to satisfy a second mortgage; in fact, there was no second mortgage encumbering the property; the attorney's recklessness in either making or not detecting other inaccuracies on the HUD-1, on the deed, and on the affidavit of title was viewed as an aggravating factor; mitigating circumstances justified only a reprimand); In re Ansetti, 212 N.J. 66 (2012) (censure for making misrepresentations on HUD-1s in two matters and certifying the accuracy of the documents; the attorney also engaged in a conflict of interest); In re Gahwyler, 208 N.J. 353 (2011) (censure for attorney who, in one

real estate transaction, did not memorialize his fee arrangement, engaged in a conflict of interest by representing both sides, misrepresented the parties' disbursements and receipts on the HUD-1 statement, and certified the accuracy of those figures, thereby misleading the lender; the attorney's misrepresentations led to litigation in bankruptcy court involving the parties and the attorney; mitigation included the attorney's unblemished record of over twenty years, his noteworthy civic involvement, and the fact that his intentions were not ill-founded); In re Kaminsky, 212 N.J. 60 (2012) (three-month suspension for attorney who, in six matters, acted as the buyers' attorney and settlement agent and prepared HUD-1 statements containing false information about the transactions, including non-existent down payments from the buyers and fictitious amounts of proceeds to the sellers at closing; in two instances, the attorney failed to disclose the existence of side agreements; he was also guilty of a conflict of interest in one matter); In re Nowak, 159 N.J. 520 (1999) (three-month suspension for attorney who prepared two settlement statements that failed to disclose secondary financing and misrepresented the sale price and other information; the attorney also engaged in a conflict of interest by arranging for a loan from one client to another and representing both the lender (holder of a

second mortgage) and the buyers/borrowers); In re Gensib, 209 N.J. 421 (2012) (six-month suspension for attorney who prepared and certified as accurate HUD-1s in five real estate transactions; engaged in a conflict of interest; and failed to memorialize fee agreements; the attorney had an ethics history); In re Fink, 141 N.J. 231 (1995) (six-month suspension for attorney who failed to disclose the existence of secondary financing in five residential real estate transactions, prepared and took the acknowledgment on false HUD-1 statements, affidavits of title, and Fannie Mae affidavits and agreements, failed to witness a power of attorney, and made a false statement to a prosecutor about the closing documents); In re Alum, 162 N.J. 313 (2000) (one-year suspended suspension for attorney who participated in seven real estate transactions involving "silent seconds" and "fictitious credits"; the attorney either failed to disclose to the primary lender the existence of secondary financing or prepared and signed false HUD-1 statements showing repair credits allegedly due to the buyers; in this fashion, the clients were able to obtain one hundred percent financing from the lender; because the attorney's transgressions had occurred eleven years before and, in the intervening years, his record had remained unblemished, the one-year suspension was suspended); In re Newton, 159 N.J.

526 (1999) (one-year suspension for attorney involved in nine fraudulent real estate transactions; the attorney prepared false and misleading HUD-1 statements in eight transactions, took a false jurat, and engaged in multiple conflicts of interest); and In re Frost, 156 N.J. 416 (1998) (two-year suspension for attorney who prepared misleading closing documents, including the note and mortgage, the Fannie Mae affidavit, the affidavit of title, and the settlement statement; the attorney also breached an escrow agreement and failed to honor closing instructions; the attorney's ethics history included two private reprimands, a three-month suspension, and a six-month suspension).

Here, respondent is also guilty of lying to ethics authorities during the ethics investigation, for which attorneys have received discipline ranging from a reprimand to a term of suspension. See, e.g., In re Sunberg, 156 N.J. 396 (1998) (reprimand for attorney who created a phony arbitration award to mislead his partner and then lied to the OAE about the arbitration award; mitigating factors included the passage of ten years since the occurrence, the attorney's unblemished disciplinary record, his numerous professional achievements, and his pro bono contributions); In re Otlowski, 220 N.J. 217 (2015) (censure imposed on attorney who had misrepresented to an

individual lender of his client and the OAE that funds belonging to the lender and his co-lenders, which had been deposited into respondent's attorney trust account, were frozen by a court order when, to the contrary, they had been disbursed to various parties; the attorney also made misrepresentations on an application for professional liability insurance; violations of RPC 8.1(a) and RPC 8.4(c); mitigating factors included the passage of time, the absence of a disciplinary history in respondent's lengthy career, and his public service and charitable activities); In re Bar-Nadav, 174 N.J. 537 (2002) (three-month suspension for attorney who submitted two fictitious letters to the district ethics committee in an attempt to justify his failure to file a divorce complaint on behalf of a client; he also filed a motion on behalf of another client after his representation had ended, and failed to communicate with both clients); In re Katsios, 185 N.J. 424 (2006) (two-year suspension for attorney who improperly released escrow funds to his cousin, a party to the escrow agreement, and then falsified bank records and trust account reconciliations to mislead the ethics investigator that the funds had remained in escrow); In re Silberberg, 144 N.J. 215 (1996) (two-year suspension imposed on attorney who, in a real estate closing, allowed the buyer to sign the name of the co-borrower; the

attorney then witnessed and notarized the "signature" of the co-borrower; the attorney stipulated that he knew at the time that the co-borrower was deceased; after the filing of the ethics grievance against him, the attorney falsely stated that the co-borrower had attended the closing; on another occasion, the attorney sent a false seven-page certification to the district ethics committee in order to cover up his improprieties); and In re Penn, 172 N.J. 38 (2002) (three-year suspension imposed on attorney who failed to file an answer in a foreclosure action, thereby causing the entry of default against the client; thereafter, in order to placate the client, the attorney lied that the case had been successfully concluded, fabricated a court order, and signed the name of a judge; the attorney then lied to his adversary and to ethics officials; the attorney also practiced law while ineligible).

Finally, cases involving conflict of interest, absent egregious circumstances or serious economic injury to the clients, ordinarily result in a reprimand. In re Guidone, 139 N.J. 272, 277 (1994) and In re Berkowitz, 136 N.J. 134, 148 (1994).

Respondent's conduct is every bit as serious as that of the attorney in Newton, supra (one-year suspension), who drafted lease buy-back agreements to avoid impermissible secondary

financing and to allow the "sellers" in nine transactions to remain on the premises, ostensibly while rehabilitating their credit. Newton's HUD-1 statements in the transactions contained false representations by the buyers, "investors" who attested that they would live on the premises after sale. Newton was aware that the buyers did not intend to do so. Affidavits of title, Fannie Mae affidavits, and HUD-1 statements all contained misinformation in that regard. In aggravation, eight of the nine properties went into foreclosure.

This case is also somewhat similar to Silberberg, supra, (two-year suspension). In a real estate transaction, Silberberg allowed the borrower to sign the name of a deceased co-borrower and then witnessed that "signature." Silberberg made matters worse when he lied in a certification to ethics authorities, in order to hide his improper actions.

Here, although respondent was involved in a single real estate transaction, he prepared and certified multiple documents containing false information in order to deceive the lender that there were no other liens or encumbrances on the assets securing the loan. He also lied to ethics authorities to hide his misconduct. In aggravation, respondent did so for personal gain, refused to acknowledge his wrongdoing, and showed no remorse for his actions.

In mitigation, respondent has no prior discipline since his 1988 bar admission. Furthermore, he demonstrated considerable charitable work for a variety of organizations, and produced witness testimony and letters from people who attested to his good character.

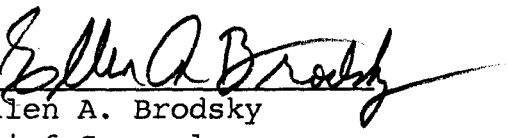
Under the totality of the circumstances, we determine that a suspension between the one-year suspension in Newton and the two-year suspension in Silberberg is appropriate. The parties have urged us to impose an eighteen-month suspension, the same sanction meted out in New York. We consider it appropriate to do so. Respondent has requested that any suspension be made retroactive to his March 26, 2012 suspension in New York. However, when we view the aggravating factors cited above alongside respondent's failure to notify the OAE of his New York suspension, we determine to impose a prospective, eighteen-month suspension. Member Rivera voted for the suspension to be retroactive to March 26, 2012, the effective date of respondent's suspension in New York.

Vice-Chair Baugh did not participate.

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

actual expenses incurred in the prosecution of this matter, as provided in R. 1:20-17.

Disciplinary Review Board
Bonnie C. Frost, Chair

By: 
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Alexander J. Gurevich
Docket No. DRB 16-070

Argued: July 21, 2016

Decided: December 1, 2016

Disposition: Eighteen-month Suspension

Members	Eighteen-month Suspension	Eighteen-month Suspension-Retroactive	Did not participate
Frost	X		
Baugh			X
Boyer	X		
Clark	X		
Gallipoli	X		
Hoberman	X		
Rivera		X	
Singer	X		
Zmirich	X		
Total:	7	1	1

Ellen A. Brodsky
Chief Counsel