SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. 17-144
District Docket No. XIV-2016-0148E

IN THE MATTER OF	
JAMES D. BRADY	
AN ATTORNEY AT LAW	

Decision

Decided: November 2, 2017

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

This matter was before us on a certification of the record, filed by the Office of Attorney Ethics (OAE), pursuant to R. 1:20-4(f). The formal ethics complaint charged respondent with having violated RPC 1.4(b) (failure to communicate with the client), RPC 1.5(c) (upon conclusion of a contingent fee matter, failure to provide the client with a written statement of the outcome of the matter and, if there was a recovery, showing the remittance to the client and the method of its determination), RPC 1.15(a) (failure to hold client funds separate from the lawyer's funds), RPC 1.15(b) (failure to promptly disburse to the client funds that the client is entitled to receive), RPC

7.3(d)[1] (giving something of value to a person for recommending the lawyer's services), R. 1:39-6(d) (more properly, RPC 1.5(e) (fee sharing between lawyers in different firms)), and RPC 8.1(b) (failure to cooperate with disciplinary authorities).

For the reasons set forth below, we determined to impose a three-month suspension on respondent for his violation of RPC 1.4(b), RPC 1.5(c), RPC 1.15(a), RPC 7.3(d), and RPC 8.1(b).

Respondent was admitted to the New Jersey bar in 1982. At the relevant times, he maintained an office for the practice of law in Merchantville, New Jersey.

In 2003, respondent was admonished for misconduct in two client matters, including lack of diligence, failure to surrender his client's file to subsequent counsel, and recordkeeping violations. In the Matter of James D. Brady, DRB 03-176 (September 26, 2003).

In 2009, respondent received a censure, in a default matter, for his violation of RPC 1.15(a), RPC 1.15(d) (failure to comply with the recordkeeping requirements set forth in R. 1:21-6), and RPC 8.1(b). In re Brady, 198 N.J. 5 (2009).

Service of process was proper. On February 27, 2017, the OAE sent a copy of the formal ethics complaint to respondent's

[1] The complaint mistakenly charged RPC 7.2(d), which does not exist.

home address, where he also maintained his law practice, by regular and certified mail, return receipt requested. The certified letter was returned to the OAE, marked "unclaimed." The letter sent by regular mail was not returned.

On March 28, 2017, the OAE sent another letter to respondent, at the same address, by regular and certified mail, return receipt requested. The letter informed respondent that, if he failed to file an answer within five days, the allegations of the complaint would be deemed admitted, the record would be certified directly to us for the imposition of discipline, and the complaint would be deemed amended to include a charge of a violation of RPC 8.1(b). The certified letter was returned to the OAE, marked "unclaimed," "unable to forward," and "return to sender." The letter sent by regular mail was not returned.

Presumably, as of April 24, 2017, the date of the certification of the record, respondent had not filed an answer to the complaint. Accordingly, the OAE certified this matter to us as a default.

We turn to the facts alleged in the complaint. Respondent represented Debra and Frank Rodriguez in a personal injury matter. The representation was governed by a standard New Jersey contingent fee agreement, which entitled the Rodriguezes to two-thirds of the net proceeds of any recovery.

In June 2014, the Rodriguezes' case was settled for $175,000. On July 18, 2014, respondent issued to the Rodriguezes a $58,333.33 trust account check, with the notation "Rodriguez v. Cerrato partial payout." Thereafter, respondent refused to pay any remaining funds to his clients or to explain the status of those funds.

During the summer of 2014, respondent ignored Debra Rodriguez's attempts to communicate with him. In a telephone conversation with respondent, a year later, just before Labor Day 2015, Debra demanded both the balance and an accounting of the settlement proceeds. Respondent told Debra that he was "backed up," but promised to "respond to her after Labor Day." Respondent did not communicate with Debra. Thus, in November 2015, the Rodriguezes hired Jeffrey S. Craig, Esq. to assist them in obtaining their settlement funds.

By letter dated November 6, 2015, Craig demanded that respondent pay the Rodriguezes the net proceeds of their settlement within seven days. Because respondent failed to reply to the letter, Debra filed a grievance against him.

On February 5, 2016, District IV Ethics Committee (DEC) investigator Jennifer Branch Stewart, Esq. transmitted a copy of the grievance to respondent and requested that he submit his written reply, within ten days of his receipt of the letter,

together with a copy of his complete client file, all statements of distribution, and the Rodriguez client ledger card. Respondent ignored the letter.

On March 1, 2016, Stewart transmitted to respondent a copy of her prior letter and, again, requested his written reply and the previously-requested documents within ten days of his receipt of the letter. The letter reminded respondent of his obligation to cooperate and the consequence of his failure to do so. Respondent ignored this letter as well.

During the week of March 14, 2016, Stewart telephoned respondent's office twice, but received a "memory is full" message. Subsequently, the matter was transferred to the OAE.

In an April 7, 2016 letter, the OAE informed respondent of the transfer and demanded his overdue written reply to the grievance by April 22, 2016, in addition to his banking records on the Rodriguez matter, client ledger cards, and three-way reconciliation reports of his attorney trust account. The certified letter was returned to the OAE; the regular mail was not returned. Respondent ignored the letter.

On June 3, 2016, the OAE instructed respondent to appear for a demand audit/interview on June 22, 2016, with the previously requested records and documents. The certified mailing was returned to the OAE, after notices had been left on

June 6, June 13, and June 23, 2016. The regular mail was not returned. Respondent failed to appear at the audit/interview or to communicate with the OAE about his non-appearance. The OAE confirmed with the Merchantville Postmaster that "mail is delivered to address given."

On June 22, 2016, the OAE telephoned respondent's office/home number, but received a "mailbox is full" message. The next day, DEC investigator Stewart informed the OAE that respondent had left her a voicemail message, on June 21, 2016, stating that he had to "move out of his house/business because illness/allergies and furnace problems and has been behind on his mail."

In his message, respondent claimed that Debra had committed fraud and owed him fees. Respondent requested an extension to "after the 4th of July" to submit his reply to the grievance, claimed that he would fully cooperate with the investigation, and provided a new telephone number.

Upon receipt of the above information from the DEC, the OAE called respondent at the new number and left a voicemail message for him to contact the OAE immediately. Respondent did not return the telephone call.

On July 22, 2016, the OAE spoke with the Rodriguezes and Craig. Debra stated that, when respondent gave her the $58,000+

trust account check, he did not provide a statement of settlement and disbursements, an explanation of the costs involved, the calculation of his fee, or the amount of net proceeds due to her. According to Debra, there were no liens against the settlement funds. Further, when Debra questioned respondent about the remaining settlement funds, he stated that $58,000+ was all the money that she was to receive and that she should be happy with it.

On that same date, the OAE went to respondent's Merchantville address in an attempt to speak with him, but no one answered the door. According to some neighbors, respondent occasionally stopped by the location in a red Subaru with a damaged front bumper. The OAE went to a nearby residence, where a man was removing boxes from a car of that description. When confronted, the man admitted that he was respondent and that he had received the DEC's and OAE's letters. He stated, however, that he had not had the time to reply to the grievance or contact the OAE.

According to respondent, Debra had not disclosed a prior accident to him, thus compromising his ability to obtain a higher settlement figure. Notwithstanding the contingent fee agreement, respondent claimed that he had performed additional work for Debra that was not covered by that agreement, or any

other fee agreement. Instead, respondent claimed that he had been waiting for her to contact him for the purpose of working out a payment arrangement for the additional services.

Respondent also informed the OAE that, in addition to the Rodriguezes' funds, his trust account held funds for one other client. Finally, he admitted that the trust account held at least $200,000 in legal fees.

Although respondent represented that he would provide to the OAE, within ten days, the previously requested records and his reply to the grievance, as of February 24, 2017, the date of the complaint, he had neither submitted the reply nor communicated with the OAE.

The OAE subpoenaed respondent's attorney bank account records from Sun National Bank. The records reflected the $58,333.33 check to the Rodriguezes and a $16,000 check, dated December 31, 2014, payable to Mark Carusillo, Esq., with a notation that is indiscernible, except for the name "Rodriguez." The OAE learned from Carusillo that, although the Rodriguezes had asked him to pursue their claims, he had referred them to respondent, whom he had known for nine years, because respondent was a more experienced personal injury attorney. According to Carusillo, the $16,000 payment was a referral fee. Neither Carusillo nor respondent is a certified civil trial attorney.

The OAE's review of respondent's bank records confirmed that respondent had continued to commingle personal funds in his attorney trust account even after the Court had censured him in 2009 for recordkeeping deficiencies, commingling, and failure to cooperate with ethics authorities. Specifically, in the 2009 ethics matter, a reconciliation conducted by the OAE showed that, as of May 31, 2007, respondent's client ledger cards totaled $185,332.43 against the sum of $453,127.64 in his attorney trust account, leaving a balance of $267,796.21 in unidentified funds, $100,000 of which respondent claimed to have been legal fees.

Here, as of June 30, 2014, respondent's trust account balance was $304,573.35. On July 9, 2014, the $175,000 Rodriguez settlement check was deposited into his trust account. The complaint does not identify the trust account balance after the deposit. Following the negotiation of the $58,333.33 trust account check, on July 21, 2014, the trust account balance was $435,990.01. The balance included rental payments from apparent tenants of respondent.

By the end of November 2015, the trust account balance was $230,623.43, which remained "relatively intact (but for the monthly debits and credits of interest on the account)" until June 20, 2016, at which time respondent disbursed $145,545.92 to

his savings account, leaving an $85,000 trust account balance. As of September 30, 2016, the trust account balance was $85,010.45, of which $10.45 represented interest.

In a footnote, the complaint alleged that, if respondent had disbursed his one-third contingent fee (minus the $16,000 referral fee to Carusillo) as part of the $145,545.92 transfer to his savings account, it "appear[ed]" that the remaining $85,000 comprised $58,333.33 belonging to the Rodriguezes, and $26,666.67 belonging to the "other client" whose funds respondent also claimed to have been holding in the trust account. Because respondent neither replied to the grievance nor produced the requested trust account records, "the OAE was unable to deduce whose funds and in what exact amounts were being held in respondent's trust account."

* * *

Respondent's failure to file an answer to the complaint is deemed an admission that the allegations are true and that they provide a sufficient basis for the imposition of discipline. R. 1:20-4(f)(1). Notwithstanding that Rule, each charge in the complaint must be supported by sufficient facts for us to determine that unethical conduct has occurred. In this case, the alleged facts support only some of the charges.

RPC 1.4(b) requires an attorney to keep a client reasonably informed about the status of a matter and to promptly comply with a client's reasonable requests for information. Respondent violated the Rule in many respects. After the Rodriguezes' case had settled, he simply gave them a check for a portion of the settlement proceeds. He did not provide them with a settlement statement or an accounting of the proceeds, and he either evaded or ignored Debra's and counsel's multiple attempts to obtain that information from him.

RPC 1.5(c) requires an attorney, upon the conclusion of a contingent fee matter, to provide the client with a written statement reflecting the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. As stated above, respondent did not provide the required statement to the Rodriguezes, even after their repeated efforts to obtain one from him, thus violating the Rule.

RPC 1.15(a) requires an attorney to hold client funds in connection with a representation separate from the attorney's funds. Here, respondent admitted that he had left at least $200,000 in legal fees in the trust account, a clear violation of that Rule.

RPC 1.15(b) requires an attorney to promptly disburse to a client funds that the client is entitled to receive. In this contingent fee matter, respondent was entitled to one-third of the net sum recovered, after deducting disbursements made in connection with the institution and prosecution of the claim. R. 1:21-7(c) and (d). The Rodriguezes thus, were entitled to the remaining two-thirds.

Respondent disbursed $58,333.33 to the Rodriguezes, representing slightly more than one-third of the $175,000 gross settlement ($57,750). Because he never provided the Rodriguezes, the DEC, or the OAE with a settlement statement, or other records reflecting costs and expenses, it is impossible to know the amount of the net recovery and, thus, the amounts to which respondent and the Rodriguezes were entitled. The allegations of the formal ethics complaint do not shed any light on the issue.

According to the complaint, as of September 30, 2016, the trust account held $85,000 in client funds. The OAE acknowledged that, because respondent had failed to provide any records, it was "unable to determine whose funds and in what exact amounts were being held in respondent's trust account." The OAE, therefore, assumed that, of the $85,000, $58,333.33 belonged to the Rodriguezes and $26,666.67 belonged to the other client whose funds were in the account.

There is no basis for the OAE's assumption. To be sure, on the one hand, it is unlikely that the Rodriguezes were entitled to only the $58,333.33 that respondent disbursed to them, especially in light of the notation on the trust account check that the amount represented a "partial payout." On the other hand, the complaint does not identify the nature or extent of the Rodriguezes' injuries, the period of time that the case was pending, the discovery conducted (including the use of expert witnesses), or even whether the matter went to trial. Moreover, respondent claimed that he was owed monies by the Rodriguezes. In the absence of any basis for concluding that the Rodriguezes were, ultimately, entitled to more than $58,333.33, we must dismiss the RPC 1.15(c) charge.

We analyze together the related RPC 7.2(d) and R. 1:39-6(d) charges. Rule 1:39-6(d) permits only a certified attorney to divide a fee for legal services with a referring attorney who is not a partner in, or associate of, that attorney's law firm. A violation of this Court Rule is not an ethics infraction. Rather, the violation of R. 1:39-6(d) is governed by RPC 1.5(e). In re Bolson, 216 N.J. 166 (2013) (finding that, when an attorney who is not certified shares his fee with a referring attorney who is not a partner in or associate of the attorney's firm, he violates RPC 1.5(e)). Although RPC 1.5(e) permits fee-

sharing, under certain circumstances, none of those apply to the facts of this case. Thus, although we may find that respondent violated R. 1:39-6(d), we may not find the corresponding RPC 1.5(e) violation because the complaint did not so charge respondent.

Rather, the complaint charged respondent with having violated RPC 7.2(d). No such Rule exists, but, in our view, the reference to RPC 7.2(d) is a typographical error. The likely intended charge was either RPC 7.2(c) or RPC 7.3(d), which are similar, but distinct. As discussed below, we conclude that the intended charge was RPC 7.3(d).

The parenthetical summary of "RPC 7.2(d)," following its citation in the complaint, states "in that a lawyer shall not give anything of value to a person for recommending the lawyer's services." Both RPC 7.2(c) and RPC 7.3(d) contain the same language. Despite this similarity, we have found that, in disciplinary matters involving the payment of a fee to someone who refers a case to a lawyer, the applicable Rule is RPC 7.3(d) because RPC 7.2(c) applies to attorney advertising matters. In the Matter of Jeffrey L. Krain, DRB 13-111 (November 21, 2013) (slip op. at 14-15); In re Krain, 216 N.J. 585 (2014); In the Matters of Tomar, Simonoff, O'Brien, Kaplan, Jacoby & Graziano, et als., DRB 04-186, 04-187, 04-275, 07-015, 07-016, 07-018, 07-

019, 07-020, 07-021, 07-022, 07-023, and 07-024 (December 20, 2007) (slip op. at 72-73); In re Tomar, Simonoff, O'Brien, Kaplan, Jacoby & Graziano, P.C., 196 N.J. 352 (2008); and In re Gonzalez, 189 N.J. 203 (2007). Thus, we find that the complaint intended to charge RPC 7.3(d).

With certain exceptions not applicable to the case before us, RPC 7.3(d) prohibits a lawyer from compensating or giving anything of value to a person or organization to recommend or secure the lawyer's employment by a client, or as a reward for having made a recommendation resulting in the lawyer's employment by a client. Here, respondent's $16,000 payment to Carusillo was certainly a reward for the Rodriguez referral, a clear violation of the Rule.

RPC 8.1(b) prohibits an attorney from knowingly failing to respond to a lawful demand for information from a disciplinary authority. The complaint is replete with allegations of such conduct on respondent's part.

Respondent ignored two letters from the DEC investigator, requesting that he submit a reply to the grievance and produce certain documents. He similarly ignored the OAE. Respondent also failed to appear for a scheduled demand audit and interview, without explanation. Although respondent eventually contacted the DEC investigator and promised to fully cooperate with the

investigation, he failed to follow through, and ignored a follow up call from the OAE. After the OAE confronted respondent, in person, he, again, promised to submit a written reply to the grievance, but failed to do so, and he failed to communicate with the OAE. Under these facts, it is clear to us that respondent was aware of the grievance and that he knowingly failed to cooperate with the DEC's and the OAE's attempts to investigate the grievance.

To conclude, we find that the allegations of the complaint clearly and convincingly establish that respondent violated RPC 1.4(b), RPC 1.5(c), RPC 1.15(a), RPC 7.3(d), and RPC 8.1(b). There remains for determination the appropriate quantum of discipline to impose for respondent's ethics infractions.

In the absence of a disciplinary history, an admonition is the appropriate measure of discipline for individual violations of RPC 1.4(b), RPC 1.5(c), RPC 1.15(a), and RPC 8.1(b), even when accompanied by other infractions. See, e.g., In the Matter of Sean Lawrence Branigan, DRB 14-088 (June 23, 2014) (attorney failed to send the client an invoice for the time spent on her matrimonial case and ignored her e-mail and telephone calls seeking an accounting of the work he had performed and the amount she owed, a violation of RPC 1.4(b)); In the Matter of Todd E. Schoenwetter, DRB 07-348 (February 1, 2008) (attorney

violated RPC 1.4(b) and RPC 8.1(b)); In the Matter of Michael S. Kimm, DRB 09-351 (January 28, 2010) (attorney improperly calculated his contingent fee on the gross recovery, rather than on the net recovery, a violation of RPC 1.5(c); the attorney also improperly advanced more than $17,000 to his client, prior to the conclusion of her personal injury case, a violation of RPC 1.8(e); although the attorney had been censured previously, we did not consider it in aggravation because it had been imposed for entirely different misconduct); In the Matter of Richard Mario DeLuca, DRB 14-402 (March 9, 2015) (attorney commingled personal funds in his attorney trust account, a violation of RPC 1.15(a); he also committed recordkeeping violations, a violation of RPC 1.15(d)); and In the Matter of Michael C. Dawson, DRB 15-242 (October 20, 2015) (attorney failed to reply to repeated requests for information from the District Ethics Committee investigator regarding his representation of a client in three criminal defense matters, a violation of RPC 8.1(b)).

Although we could discern no cases directly on point, respondent's violation of RPC 7.3(d) warrants a reprimand. Typically, RPC 7.3(d) violations involve either a fee-sharing arrangement between a lawyer and his or her nonlawyer employee or a lawyer's use of a paid runner, and have resulted in

discipline ranging between a reprimand and a term of suspension. See, e.g., In re Burger, 201 N.J. 120 (2010) (reprimand; attorney paid a paralegal employee fifty percent of the legal fees generated by immigration cases the paralegal referred to the respondent); In re Agrapidis, 188 N.J. 248 (2006) (reprimand; attorney paid to his nonlawyer employees twelve referral fees, totaling $20,000, based upon a percentage of the total fee received by the firm during a four-year period; fee shares were paid through payroll, taxes were deducted, payments were kept in the ordinary course of business, and IRS 1099 forms were issued to the recipients; the attorney did not know that the payment of fee shares, which he considered to be bonuses, was improper and discontinued the practice prior to the OAE's investigation, when he "read about a somewhat similar practice in a legal periodical and recognized that sharing fees with his office staff was questionable"); In re Gottesman, 126 N.J. 376 (1991) (reprimand; employee referred to his attorney employer personal injury and workers' compensation cases and rendered certain services thereon, in return for a portion of the attorney's fees from those cases; the attorney claimed that the agreement was necessitated by his inability to pay the employee a salary and believed that it was permissible to share fees with his employee, so long as that employee had rendered substantial

paralegal services); In re Geller, 227 N.J. 228 (2016) (censure; attorney violated RPC 1.15(a), (b) and (d), RPC 5.4(a), RPC 7.3(d), and RPC 8.4(c) in one client matter, and RPC 1.15(d), RPC 5.4(a), RPC 7.3(d), and RPC 8.4(c) in another client matter; the discipline imposed was based primarily on the fee-sharing aspect of the case, in addition to his misrepresentations about the payment of the fees, lack of remorse, and disrespectful behavior at the disciplinary hearing); In re Macaluso, 197 N.J. 427 (2009) (censure; nominal partner participated in a prohibited compensation arrangement with employee and failed to report the controlling partner's misconduct); In re Marcus, 213 N.J. 493 (2013) (censure; for eleven years, the attorney gave employees who referred clients to his firm fifteen percent of the firm's fee, in cash, if the referred case was successfully resolved; attorney had a disciplinary history comprising three reprimands); In re Fusco, 197 N.J. 428 (2009) (companion case to Macaluso, three-month suspension; attorney established a fee-sharing arrangement with employee that spanned eight years, generated more than 700 cases for the firm and more than $780,000 for the employee, which the attorney attempted to conceal by issuing payment checks to "AFG Enterprises," rather than to the employee directly; in addition, the attorney failed to report his nominal partner's misconduct); In re Finckenauer,

172 N.J. 348 (2002) (three-month suspension; attorney accepted referrals from a client whom he was defending in a murder case, in exchange for reducing the client's bill or providing legal services free of charge; other ethics improprieties also found); In re Krain, supra, 216 N.J. 585 (six-month suspension; attorney entered into an improper fee-sharing arrangement with his paralegal, whereby he paid her fifty percent of all fees received from immigration clients; he also assisted her in the unauthorized practice of law by permitting her to handle immigration matters without supervision; the attorney also was held responsible for his paralegal's counseling of clients to make misrepresentations on their immigration applications, in addition to his direct violation of RPC 8.4(c) resulting from his underreporting of the paralegal's income to the Internal Revenue Service and inaccurately reporting his paralegal costs on his corporate income tax returns; aggravating factors included his disciplinary history [one-year suspension] and his failure to admit his wrongdoing); In re Birman, 185 N.J. 342 (2005) (one-year suspension, on motion for reciprocal discipline; attorney agreed to compensate an existing employee for bringing new cases into the office, after she offered to solicit clients for him); In re Silverman, 185 N.J. 133 (2005) (one-year suspension; attorney paid a chiropractor a $400 fee

for each case that the chiropractor referred to him); and In re Tomar, Simonoff, O'Brien, Kaplan, Jacoby & Graziano, P.C., supra, 196 N.J. 352 (three partners given long-term suspensions for participation in pervasive, long-term fee sharing arrangement with employees; the payments were characterized as "bonuses" and one employee, the firm's claims manager, received "bonuses" totaling hundreds of thousands of dollars in a six-year period; given the delay in the resolution of the disciplinary matters instituted against them, the suspensions were suspended and the attorneys were placed on probation instead).

Based on the above cases, an admonition would not be inappropriate for respondent's violation of RPC 7.3(d). He made one $16,000 payment to one lawyer for a single referral. The attorneys who received reprimands engaged in a course of conduct with their employees, who received a share of the fee either as a bonus or in lieu of compensation. Respondent's single payment pales in comparison to the conduct of the attorneys who received reprimands.

Respondent's violation of RPC 1.4(b), RPC 1.5(c), RPC 1.15(a), RPC 7.3(d), and RPC 8.1(b), in one matter, standing alone, warrants an admonition. However, respondent has failed to learn from his mistakes. Notably, respondent was censured, in

2009, for commingling personal and client funds and failing to cooperate with disciplinary authorities. Yet, he continued to commingle, and he has, once again, refused to cooperate with disciplinary authorities in the investigation of this ethics matter. Moreover, there is a serious question of harm to his clients who, presumably, have not been made whole. Still, even a reprimand is insufficient discipline for respondent's ethics infractions.

Respondent received an admonition in 2003 and a censure in 2009. Notwithstanding Kimm, supra, DRB 09-351, an ethics history typically results in the enhancement of the ordinary measure of discipline for an attorney's ethics infraction(s). Here, the reprimand would become a censure. There is, however, the default nature of this matter, which we also have taken into account.

"A respondent's default or failure to cooperate with the investigative authorities acts as an aggravating factor, which is sufficient to permit a penalty that would otherwise be appropriate to be further enhanced." In re Kivler, 193 N.J. 332, 342 (2008). Thus, we determined to enhance what would have been a censure to a three-month suspension.

Member Gallipoli voted to recommend that respondent be disbarred. Member Zmirich voted to impose a six-month suspension.

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
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of James D. Brady
Docket No. DRB 17-144

Decided: November 2, 2017

Disposition: Three-month Suspension

Members	Three-month Suspension	Six-month Suspension	Disbar
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