SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. DRB 17-211
District Docket Nos. XIV-2012-0412E;
XIV-2016-0197E; and XIV-2016-0603E

IN THE MATTER OF	:	
MICHAEL L. RESNICK	:	Decision
AN ATTORNEY AT LAW	:	

Decided: December 5, 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 default, filed by the Office of Attorney Ethics (OAE) pursuant to R. 1:20-4(f). The three-count complaint charged respondent with violations of RPC 1.15(a) (failure to safeguard funds and knowing misappropriation of client and escrow funds), and the principles of In re Wilson, 81 N.J. 451 (1979) and In re Hollendonner, 102 N.J. 21 (1985); RPC 1.15(b) (failure to promptly disburse funds in which a client or third person has an interest); RPC 8.1(b) and R. 1:20-3(g)(3) (failure to reply to a lawful demand for information from a disciplinary authority); and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation).

For the reasons expressed below, we determine to recommend respondent's disbarment.

Respondent was admitted to the New Jersey bar in 1988. At the relevant time, he maintained a law office in Long Valley, New Jersey.

In 1998, respondent was reprimanded by consent for failing to abide by a client's decision regarding the representation. Contrary to a client's instruction, respondent accepted a settlement offer, deposited the money in his trust account, and took his fee. In re Resnick, 154 N.J. 6 (1998).

In 2014, respondent received another reprimand for engaging in a conflict of interest by entering into a personal and sexual relationship with a client for whom he charged a reduced fee in a divorce proceeding and a municipal court matter. He had previously represented her pro bono in a domestic violence matter. After their relationship soured and ended, the client expected him to continue representing her. Respondent then engaged in an ex parte communication with a judge about the fact that his ability to represent the client had been compromised and the steps he needed to take to be relieved as counsel. Respondent forwarded the client's file to her, and informed her that he had resigned as her counsel of record, and that she had been designated as acting pro se. Respondent was also guilty of

failing to protect the client's interests on terminating the representation. In all, he violated RPC 1.7(a)(2), RPC 1.16(d), RPC 3.5(b), and RPC 8.4(a). In re Resnick, 219 N.J. 620 (2014).

Respondent was temporarily suspended, effective October 6, 2016, for failing to cooperate with the OAE's investigation in this matter. In re Resnick, 226 N.J. 591 (2016).

On July 21, 2017, respondent again was temporarily suspended, based on his failure to comply with a determination by the District X Fee Arbitration Committee, requiring him to issue a fee refund to his client.

Respondent remains suspended to date.

Service of process was proper in this matter. On April 27, 2017, the OAE sent a copy of the complaint by regular and certified mail to respondent's last known home address listed in the attorney registration records. On May 22, 2017, the certified mail was returned marked "Unclaimed." The regular mail was not returned.

Respondent did not file an answer within the required time. Therefore, on May 23, 2017, the OAE sent a letter to the same address, by regular and certified mail, notifying respondent that if he did not file an answer within five days of the date of the letter, the allegations of the complaint would be deemed admitted, the record would be certified to us for the imposition

of discipline, and the complaint would be deemed amended to include a willful violation of RPC 8.1(b). The "USPS Tracking Results" for the certified mail indicated "Delivered, Left with Individual." The regular mail was not returned.

As of the date of the certification of the record, June 5, 2017, respondent had not filed an answer to the complaint.

We turn to the facts alleged in the complaint.

Failure to Cooperate (Count Two)

On March 14, 2016, PNC Bank notified the OAE of a March 10, 2016 overdraft in respondent's trust account in the amount of $6,436.96.

In response to the OAE's request for an explanation, respondent replied that funds he had deposited had not cleared "against a series of checks presented against the account that caused a deficiency of $6,436.96 on March 10, 2016." Respondent's letter added that, on March 11, 2016, "the account had a positive balance of $178,667.21 demonstrating sufficient funds available to have paid the check."

At the OAE's June 8, 2016 demand audit, respondent and his accountant confirmed that respondent mistakenly had deposited a $49,000 deposit for his client Gonzalez and a $120,318 deposit for his client Smith into his business account, instead of his trust

account. These two errors related directly to his March 10, 2016 trust account overdraft because the mistaken deposits were never corrected.

During the demand audit and, in a letter dated the following day, the OAE directed respondent to replenish the trust account, to correct the identified errors, and to provide the OAE with proof of his replenishment of the trust account, by July 15, 2016. Respondent did not do so within the required time.

From July 26 to August 1, 2016, the OAE left a telephone message and sent several letters to respondent via regular and certified mail, and via fax. The communications (1) noted respondent's failure to comply with the OAE's directives to provide requested information, and (2) scheduled and then rescheduled a demand audit. By letter dated August 2, 2016, respondent informed the OAE that, on July 15, 2016, he had sent an e-mail to the OAE auditor, requesting an extension to September 2, 2016. According to his letter, the e-mail disputed the auditor's characterization that he had ignored the instructions because, he claimed, he was continuing to "go through records in order to address" the auditor's instructions. He attached a copy of the e-mail he purportedly had sent to the auditor.

According to the complaint, the auditor did not receive respondent's e-mail, and respondent did not contact the auditor, as his e-mail had represented he would.

By letter dated August 2, 2016, sent by fax and by regular and certified mail, the OAE denied respondent's request for an extension, and confirmed that the previously requested information was due by August 8, 2016. Although respondent received the OAE's letter, he failed to appear at the scheduled August 17, 2016 demand audit, explain his absence, or provide the OAE with the requested documentation. Based on respondent's failure to cooperate with the investigation, the OAE petitioned the Court for his temporary suspension, which the Court granted, effective October 6, 2016.

On October 11, 2016, respondent telephoned the OAE, requesting that it lift his temporary suspension. The OAE informed respondent that it did not have the authority to do so and that he was still required to reply to the OAE's requests for information.

Also on October 11, 2016, respondent sent a letter to the OAE, purporting to reply to the OAE's requests for information. On October 21, 2016, the OAE notified respondent that the information he provided conflicted with the information he had previously submitted.

By letter dated October 17, 2016, respondent "again requested that the OAE lift his suspension and provided a list of client funds contained in his trust account that Respondent claims needed to be disbursed." On October 18, 2016, he sent another letter to the OAE "listing additional client funds that needed to be disbursed" from his trust account.[1]

In a reply letter, dated October 21, 2016, the OAE informed respondent that it did not have the authority to release client funds from respondent's trust account. Rather, the OAE instructed respondent to inform his clients to petition the Court for the release of their funds. Thereafter, respondent failed to cooperate further with the OAE.

The Gonzalez Matter (Count One)

Respondent represented Robert and Dana Gonzalez in the sale of their Flanders, New Jersey property to James and Alissa Walsh. On March 19, 2013, respondent deposited the Walshes' $49,000 deposit check, dated March 12, 2013, into his business account, even though he had prepared a deposit slip for his trust account.

[1] The complaint mischaracterizes respondent's letters. He did not request that his suspension be lifted. Rather, he provided a list of payments that needed to be made and asked the OAE to take steps to "remove the block" on his trust account to enable him to make payments to those payees.

The closing took place on April 30, 2013, at which time respondent received $330,750.11 in closing proceeds and a $1,000 earnest money deposit (for a total $50,000 deposit). On May 2, 2013, respondent deposited $331,785.11 into his trust account, after which he should have been holding $380,750.11 on the Gonzalezes' behalf.

At the closing, respondent did not disburse the Gonzalezes' portion of the proceeds because he was holding their funds, as settlement agent, for their subsequent purchase of property in Chester, New Jersey, from seller Michael Byrne.

In respect of the $49,000 deposit, respondent's trust account records reflect the following entry for the Gonzalez transaction: "Void deposit never made Gonzalez, Robert & Dana, 3/1/13," thus indicating a negative $49,000 balance for the Gonzalez matter. Respondent neither corrected the negative balance nor transferred the $49,000 from his business account to his trust account.

On June 25, 2013, respondent received a $75,464.89 wire transfer into his trust account on the Gonzalezes' behalf for the purchase of the Chester property. Thus, respondent should have been holding $457,250 in his trust account on their behalf, but held only $408,250 because of the prior $49,000 deposit into his business account. Thereafter, on July 2, 2013, respondent issued a $45,725 trust account check to Byrne's attorney, Thomas M. Brady,

Jr., Esq., as a deposit for the Gonzalezes' purchase of the Chester property.

From June 25 through July 11, 2013, respondent should have been holding $411,525 in trust on the Gonzalezes' behalf, but held only $362,525 because of the prior $49,000 deposit into his business account.

On October 25, 2013, respondent received a $7,721.70 wire-transfer for the Gonzalez-Byrne closing, which increased the balance for the Gonzalezes to $419,246.70. He then "collected $10,964.16 from Byrne," which increased the amount he should have been holding for the Gonzalezes to $430,210.86.

Respondent disbursed $425,210.86 for the Gonzalez-Byrne closing. Following that disbursement, he should have been safeguarding $5,000 on the Gonzalezes' behalf, but was short $44,000 because of the previous $49,000 deposit into his business account.

On November 20, 2013, respondent issued a $5,000 trust account check to Byrne, which increased the shortage in his trust account on the Gonzalezes' behalf to $49,000 and, thereby, invaded other client funds.

As seen below, respondent used the Gonzalezes' funds deposited in his business account for his own purposes. He

neither sought nor obtained their permission to borrow or use any of their funds.

The Smith Matter (Count One)

According to the complaint, respondent did not provide the OAE with the client file for the Theresa Smith matter, even though he repeatedly claimed that he had previously done so. He further failed to explain the negative balance for this client.

Respondent represented Smith in the sale of property located in Morristown, to Lei Yao, who was represented by Catherine M. Franz, Esq. The OAE's review of respondent's trust account records showed a $119,759.91 negative balance on Smith's client ledger card, which respondent failed to explain. His subpoenaed bank records revealed that, on July 2, 2013, he deposited $120,318 from Franz, on Smith's behalf, into his business account. A fully executed escrow agreement provided that respondent was to hold $1,500 in escrow, pending the disposition of two judgments in connection with the transaction.

The HUD-1 settlement statement showed that respondent was to receive $5,500 in attorney's fees, while Smith was to receive sales proceeds in the amount of $118,818. Franz issued a trust account check for $1,500 (presumably for payment of the judgments), payable to respondent's trust account, and checks for

$5,500 and $118,818, payable to respondent. Respondent deposited both the $1,500 and the $118,818 checks into his business account, even though (1) the $1,500 check specifically was payable to his trust account, and the escrow agreement provided that the money was to be held in escrow until the judgments were satisfied; and (2) the $118,818 check represented Smith's sales proceeds. On July 2, 2013, respondent deposited the $5,500 check, payable to him, into his trust account.

Respondent failed to transfer $120,318 (the amount that should have been escrowed for the judgments and the sales proceeds) from his business account to his trust account.

Previously, on May 7, 2013, respondent had deposited Yao's April 30, 2013, $30,000 deposit check into his trust account.

Respondent's records reflect that he issued two trust account checks to Smith on July 5 and July 8, 2013, for $4,167 and $144,651, respectively, totaling $148,818, representing the $30,000 deposit and $118,818 in proceeds.

Although respondent had not deposited the $1,500 escrow in his trust account, on August 30, 2013, he issued a $978.91 trust account check payable to NJ-SVS to discharge Smith's judgments in accordance with the escrow agreement. Respondent did not return the remaining $521.09 to Yao, which was the remainder of the $1,500 escrow.

Again, as seen below, respondent used Smith's funds that he had deposited in his business account for his own purposes. The complaint alleged that respondent misappropriated Smith's funds, by depositing $120,318 into his business account and failing to transfer them to his trust account, and that he invaded $119,796.91 of other client funds when he issued the proceeds from the transaction to Smith from the trust account. The complaint further charged that respondent misappropriated the $521.09 escrow balance for the judgments.

Respondent's Use of Client Funds in his Business Account (Count One)

Respondent blamed the shortages in his attorney trust account on recordkeeping errors. He claimed that he had not realized that he had deposited $49,000 from the Gonzalez transaction and $120,818 from the Smith transaction into his business account. When the OAE sought specific documentation relating to the shortages, respondent ceased cooperation with the investigation.

The OAE's review of respondent's business account records revealed that he had depleted funds totaling $169,818 from the Gonzalez and Smith transactions for his own benefit.

Prior to the Gonzalez $49,000 deposit into respondent's business account on March 19, 2013, the balance was only

$20,692.90. Similarly, prior to depositing Smith's funds ($120,818) into the business account on July 2, 2013, the balance in that account was only $34,642.38.

From January 1 through October 31, 2013, respondent made several consistent disbursements to himself from his business account in round-dollar amounts. However, on November 25, 2013, he withdrew $47,794.47 for himself from his business account. Thereafter, he paid taxes from his business account: on December 15, 2013, $41,917.84 to the Internal Revenue Service and, on December 31, 2013, an $8,510.33 check payable to "New Jersey Gross Income Tax." Both payments were for his own benefit.

According to the complaint, by December 31, 2013, respondent "had depleted at least $98,222.64 of the $169,818.00 client funds he misappropriated to his business account." Thereafter, the disbursements he made were similar to the amounts he previously had made to himself.

The Vishwas and Lewis Matter (Count One)

Respondent's trust account records reflect a $20,000 negative balance on the Vishwas and Lewis client ledger card. Two $7,500 checks, one dated November 2, 2011 and the other November 10, 2011, both payable to respondent, were listed as legal fees earned in the Vishwas and Lewis matter. Respondent's subpoenaed

trust account records showed, however, that the checks were for legal fees in the Kenney matter and the Fenske matter, respectively. After the two checks were recorded correctly, the Vishwas and Lewis "client balance" was negative $5,000. The Kenney and Fenske matters had negative balances of $28,298 and $15,000, respectively.

Although respondent was directed to correct all remaining inactive balances on his financial statements and to provide the OAE with the corrected statements and supporting documentation, he failed to address the negative balances and subsequently ceased cooperation with the OAE.

The Panico Matter (Count Three)

Joanna Roura passed away on August 17, 2014. Roura's will appointed her daughter, Rosanne Panico, as the executrix. On August 25, 2014, Panico retained respondent to represent the estate.

On December 10, 2014, Roura's residence was sold. Pursuant to an agreement with the title company, respondent was required to hold $175,000 in his trust account on the estate's behalf, until the estate obtained a tax waiver from the State. On March 3, 2016, respondent gave Panico a trust account check, payable to the estate, for $150,000. She deposited the check, on March 10,

2016, which was returned for insufficient funds, on March 14, 2016.

Thereafter, on March 16, 2016, Panico recorded her phone conversation with respondent, wherein he told her

> that he had a series of real estate transactions that closed, one of the transactions was fairly sizable and although it was a cashier's check that was issued, it was drawn from a credit union from an out of state institution as a result of which the way that it works with fund availability is that the funds themselves are staggered for their availability, and I just need to confirm with PNC that the funds are clearing as we speak.
>
> [C¶111.][2]

When Panico inquired what that meant for the estate, respondent replied that he

> needs to ensure that we have the full one fifty available, or if we don't, how much is the max I can give you today and as the funds begin to open up that was [sic] presented late last week for this closing than [sic] if those funds clear, than [sic] as checks are being presented against my trust account, that I will be in a position early next week to then provide the balance to the estate.
>
> [C¶112.]

Panico then asked, "there is a good possibility that today I could have the full one fifty?" to which respondent replied,

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[2] C refers to the March 31, 2017 ethics complaint.

"yes, if not let me find out what the max is and give you a check for the max."

On the same day, respondent told Panico that "the estate would be reimbursed in two installments, rather than receiving the one lump sum it was rightfully owed." Panico did not object because respondent gave her no other options and she was concerned that she would not otherwise receive the estate's funds. On March 16 and March 24, 2016, respondent issued to the estate two trust account checks in the amounts of $100,000 and $50,000, respectively. Without Panico's authorization, he took the $25,000 balance for himself, in two equal installments, as fees and costs.

After Panico received the second $50,000 installment by trust account check dated March 24, 2016, she terminated respondent's services "and Respondent refunded $8,796.50 [business account check dated May 20, 2016] to her."

Respondent's trust account bank statements show that, between March 1 and March 31, 2016, the balance dropped below the $150,000 he should have been safeguarding on the estate's behalf. On March 1, 2016, the balance was $126,545.04 – $23,454.96 less than the amount he should have been holding for the estate. The balance was only $143,565.04 when respondent issued the March 3,

2016 trust account check for $150,000 to the estate, causing the overdraft and the bank's notification to the OAE.

On March 16, 2016, when respondent issued the $100,000 check to Panico, he should have been holding $150,000 in his trust account for the estate and $57,500 for two other clients, for a total trust account balance of $197,500. However, the balance on that date was only $178,667.21 – $18,832.79 less than the amount he should have been safeguarding.

When Panico recorded the conversation with respondent, he was aware that he had to contact the bank to verify that his trust account contained sufficient funds to pay the estate. At the time, respondent's trust account balance was below $150,000. He, therefore, "knew he did not have sufficient funds to cover the entire amount due to the estate."

According to the complaint, the OAE's examination of respondent's trust account records showed that "he was not telling the truth to Panico." His records revealed that, between March 1 and 16, 2016, there were no real estate closing proceeds deposited into his trust account. The only activity in the account was respondent's deposit of two personal checks (not certified/bank checks) in the amounts of $20,900, on March 4, 2016, and $35,104.17, on March 11, 2016. The first deposit was on behalf of clients "Ortiz, Harvey, Turrisi, and one check from

Archer and Greiner, and the $35,104.17 [deposit] was made on behalf of his clients Lewczyk and Ortiz." The deposits were for future real estate transactions. Thus, although the additional deposits increased respondent's trust account balance, as of March 11, 2016, to $178,667.21, those funds belonged to other clients and did not cure the shortage of the Roura estate's funds.

On March 16, 2016, when respondent issued the $100,000 to Panico from his trust account, he invaded client funds belonging to Ortiz, Harvey, Turrisi, and Lewczyk.

On March 22, 2016, respondent received a $176,168.03 wire-transfer for client "Meredith," for a real estate transaction. That transfer increased his trust account balance to $260,551.68. The next day, respondent wired $117,076.51 from his trust account in connection with the Meredith transaction. Following the deduction of expenses relating to the sale, respondent should have been holding $54,076.52 in his trust account on Meredith's behalf.

On March 23, 2016, prior to issuing the $50,000 balance of funds to Panico, respondent should have been holding a total of $157,536.52 on behalf of the estate and clients Meredith, Ortiz, Turrisi, and Rammanauskas. The balance in his trust account,

however, was only $137,460.17, which was $20,076.35 less that the amount he should have been holding for these clients.

* * *

The facts recited in the complaint support the charges of unethical conduct. Respondent's failure to file an answer is deemed an admission that the allegations of the complaint are true and that they provide a sufficient basis for the imposition of discipline. R. 1:20-4(f)(1).

Count one of the complaint charged respondent with knowing misappropriation of client and escrow funds, RPC 1.15(a) (failure to hold property of clients in connection with a representation separate from the lawyer's own property, and failure to safeguard such property), RPC 1.15(b) (failure to promptly deliver funds or property to a client), and RPC 8.4(c) (conduct involving dishonesty, fraud, deceit or misrepresentation).

In the Gonzalez matter, respondent improperly deposited $49,000 into his business account, rather than his trust account. The complaint alleged that this misdeposit occurred, even though respondent had prepared a deposit slip for his trust account. In the Smith matter, respondent also misdeposited in his business account funds he was required to hold in escrow for two judgments, as well as the client's sales proceeds.

During the OAE's investigation, respondent maintained that the shortages and overdraft in his trust account were caused by recordkeeping errors, and the misdeposit of funds. However, respondent used the misdeposited funds in his business account to pay state and federal taxes, and made a large withdrawal from this account, as well as several consistent round-dollar disbursements to himself. Respondent's May 1, 2013 notation in his trust account records for the Gonzalez transaction – "void deposit never made" – establishes that he knew that he had not deposited the Walshes' $49,000 check into his trust account but, rather, into his business account. Yet, he never replenished his trust account.

Respondent knew that he had not deposited funds in his trust account, but, rather, in his business account and used the funds for personal purposes. Indeed, his notation in his trust account records relative to the Gonzalez matter clearly supports his knowledge that he had not deposited those funds into his trust account. When he disbursed the funds for the closing, he invaded other client funds. The Gonzalezes had not given respondent permission to borrow or use their funds. Therefore, he knowingly misappropriated those funds. Respondent also misappropriated funds relating to the Smith transaction by depositing directly in his business account, rather than in his trust account: (1) funds that

were to be escrowed to satisfy judgments and (2) Smith's sales proceeds. He failed to transfer the funds to his trust account and, instead, used the funds for personal purposes.

Thus, as to count one, respondent violated RPC 1.15(a) by knowingly misappropriating the Gonzalezes' and Smith's funds and by commingling client and personal funds; RPC 1.15(b) by not promptly disbursing funds to his clients; and RPC 8.4(c), by engaging in conduct involving dishonesty, fraud, deceit or misrepresentation.

As to count two, respondent initially cooperated with the OAE, but later ceased cooperation. His lack of cooperation prompted the OAE to petition the Court for his temporary suspension. Respondent is guilty, therefore, of violating RPC 8.1(b) and R. 1:20-3(g)(3).

Count three relates to the Roura estate. On March 10, 2016, Panico deposited the $150,000 trust account check she received from respondent. At the time, respondent had only $143,563.04 in his trust account, causing the check to be returned for insufficient funds. Thereafter, Panico recorded her telephone conversation with respondent, during which he acknowledged that he had insufficient funds to pay the estate – funds he should have been holding on its behalf. He misrepresented to Panico that he had received funds in connection with another transaction but,

before he could disburse money to her, he had to ascertain from his bank that the funds were available – funds that did not belong to the estate. He already had invaded the estate's funds. He, therefore, paid the estate with funds belonging to other clients and, albeit not precisely in those terms, informed Panico of that intention.

Based on the foregoing, respondent knowingly misappropriated funds from the Roura estate.

Misappropriation is defined as:

> any unauthorized use by the attorney of clients' funds entrusted to him, including not only stealing, but also unauthorized temporary use for the lawyer's own purpose, whether or not he derives any personal gain or benefit therefrom.
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> [In re Wilson, supra, 81 N.J. 455, n.1.]

As noted by the Court in In re Noonan, 102 N.J. 157 (1986):

> The misappropriation that will trigger automatic disbarment under [In re Wilson], disbarment that is "almost invariable," [citation omitted] consists simply of a lawyer taking a client's money entrusted to him, knowing that it is the client's money and knowing that the client has not authorized the taking. It makes no difference whether the money is used for a good purpose or a bad purpose, for the benefit of the lawyer of for the benefit of others, or whether the lawyer intended to return the money when he took it, or whether in fact he ultimately did reimburse the client; nor does it matter that the pressures on the lawyer to take the money were great or minimal. The essence of *Wilson* is that the relative moral

> quality of the act, measured by these many circumstances that may surround both it and the attorney's state of mind, is irrelevant: It is the mere act of taking your client's money knowing that you have no authority to do so that requires disbarment. . . . The presence of "good character and fitness," the absence of "dishonesty, venality, or immorality" -- all are irrelevant.
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> [Ibid at 160.]

The allegations in the complaint clearly and convincingly support the conclusion that respondent knowingly misappropriated client funds and engaged in "lapping" (taking the designated funds of one client and using them to pay for another client's needs. In re Brown, 102 N.J. 512, 515 (1986)).

Respondent also misrepresented to Panico that he had received funds, a cashier's check from a credit union from an out-of-state bank, which he implied he intended to use to pay the estate. The OAE's audit revealed, however, that between March 1 and March 16, 2016, he had not deposited any real estate proceeds, only personal checks relating to other clients. Thus, respondent's statement to Panico was a misrepresentation.

Respondent, thus, is guilty of knowing misappropriation of client and escrow funds, failure to safeguard funds by failing to keep his and his clients' funds separate, failure to promptly disburse funds, misrepresentations to clients, and failure to

cooperate with disciplinary authorities. For respondent's knowing misappropriation of funds alone, we recommend his disbarment.

Members Clark and Hoberman 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
Ellen A. Brodsky
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Michael L. Resnick
Docket No. DRB 17-211

Decided: December 5, 2017

Disposition: Disbar

Members	Disbar	Did not participate
Frost	X	
Baugh	X	
Boyer	X	
Clark		X
Gallipoli	X	
Hoberman		X
Rivera	X	
Singer	X	
Zmirich	X	
Total:	7	2

Ellen A. Brodsky
Chief Counsel