SUPREME COURT OF NEW JERSEY
Disciplinary Review Board
Docket No. 17-459
District Docket No. XIV-2011-0691E

IN THE MATTER OF	:
RONALD S. POLLACK	:
AN ATTORNEY AT LAW	:

Corrected Decision

Argued: April 19, 2018

Decided: July 27, 2018

HoeChin Kim appeared on behalf of the Office of Attorney Ethics.

Robyn M. Hill appeared on behalf of respondent.

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

This matter was before us on a motion for reciprocal discipline, filed by the Office of Attorney Ethics (OAE), pursuant to R. 1:20-14, following respondent's four-year, stayed suspension in Pennsylvania for his violation of multiple Pennsylvania RPCs. The OAE seeks a reprimand. Although respondent does not oppose the imposition of a reprimand, he asserts that "similar disciplinary matters" suggest that an admonition is appropriate.

In addition to a brief on the merits, respondent's counsel has submitted, under separate cover, the psychological report of Sol B. Barenbaum, Ph.D., and a motion for a protective order. The report was a part of the record in the Pennsylvania matter, but was not included in the OAE's motion for reciprocal discipline. The motion requests that we seal and prohibit disclosure of the report because it contains medical information "of a highly personal nature." The OAE has no objection to the motion.

For the reasons set forth below, we determined to grant both the motion for protective order and the motion for reciprocal discipline. In addition, we determined to censure respondent for his recklessness in handling the funds of multiple clients for multiple years, which caused trust account shortages on multiple occasions in amounts as high as $146,000.

Respondent was admitted to the New Jersey and Pennsylvania bars in 1989. At the relevant times, he was a partner with PollackSteinberg, LLP (the firm), which maintained an office for the practice of law in Feasterville and Philadelphia, Pennsylvania, and in Voorhees, New Jersey. Presently, the New Jersey office is in Cherry Hill.

Respondent has no disciplinary history in New Jersey.[1]

On June 10, 2016, the Pennsylvania Office of Disciplinary Counsel (ODC) and respondent entered into a Joint Petition in Support of Discipline on Consent Pursuant to Pa.R.D.E. 215(d) (Joint Petition), which was approved by the Disciplinary Board of the Supreme Court of Pennsylvania (Pennsylvania Board) on July 13, 2016. In the Joint Petition, respondent agreed to a four-year suspension, to be stayed, and a four-year period of probation, commencing with the date of the stayed suspension. Further, respondent agreed that the stay of suspension would be subject to certain conditions, identified below.

On August 10, 2016, the Supreme Court of Pennsylvania (Pennsylvania Court) approved the Joint Petition and accepted the Pennsylvania Board's recommendation. In staying the four-year suspension, the Court placed respondent on a probationary term of four years, subject to the following agreed-upon conditions:

1. Respondent's continued preparation of monthly three-way reconciliations for all IOLTA and other fiduciary accounts;

2. His submission of those reconciliations to the ODC by the 20th day of the following month for the length of the

[1] On April 15, 2008, we imposed an admonition on respondent, which we later vacated and dismissed, on May 9, 2008.

probationary period;

3. His selection of an ODC-approved CPA or other qualified professional to periodically review the three-way reconciliations and certify their accuracy;

4. His maintenance of all required books and records in electronic form, securely backed up, and readily accessible upon demand;

5. His compliance with any ODC request for back-up records supporting his reconciliations within twenty days of his receipt of a request for production, without the need for ODC to issue a subpoena; and

6. His submission to regular counseling with a qualified licensed professional and provision to the ODC of proof of continued compliance with the recommended treatment and/or medication, until the licensed professional determines that he is not in need of further treatment.

We consider the motion for protective order first. The motion requests that we seal and prohibit public dissemination of Dr. Barenbaum's psychological report. Briefly, Dr. Barenbaum's report discusses the medical histories of respondent and other members of his family. Dr. Barenbaum concluded that these health issues and their consequences, together with respondent's "difficulties at work," "severely diminished" respondent's "ability to meet his many professional, ethical and personal responsibilities." Thus, in Dr. Barenbaum's opinion, respondent's misappropriation of client funds was due to

"unintentional human errors" that he was unaware of making at the time.

We find that, because Dr. Barenbaum's report was before the ODC and formed the bases for some of the findings in the Joint Petition, it is appropriate to include the report in this record.[2] Because, however, the report discloses confidential and "highly personal" medical information of third parties, we determined to grant the motion for protective order and seal the report.

We now turn to the merits. Respondent failed to appropriately record, document, and maintain intact fiduciary and client funds in three different attorney trust accounts: one in New Jersey and two in Pennsylvania. The Pennsylvania accounts were maintained at First Niagara Bank (First Niagara trust account) and, later, at PNC Bank (PNC trust account). Ultimately, despite the shortages, all clients and lienholders received their monies.

In February 2012, an overdraft in respondent's New Jersey trust account prompted the OAE to conduct a demand audit of respondent's attorney books and records for the period from May

---

[2] The Pennsylvania record provided to us does not disclose whether Dr. Barenbaum's report was sealed in that matter. We note, however, that only his conclusions were identified in the Joint Petition.

1, 2010 through January 31, 2012. During the audit, the OAE determined that the First Niagara trust account also was out of trust and, thus, referred the matter to the ODC, on May 7, 2012.

On an unidentified date, the ODC conducted a preliminary audit of the firm's trust account records, which demonstrated that the First Niagara trust account had been "substantially out-of-trust" on various occasions. Respondent did not deny the ODC's trust account calculations, but attributed the shortages to "inadvertent" errors in three client matters, which he had allegedly corrected promptly upon their discovery. Specifically, respondent overdisbursed $50,000 in the Bernie Schulman matter; took approximately $100,000 in fees – twice – in the Betty Ann DiGiacomo matter; and paid a $2,940 expense in the Karen Laing matter from a Pennsylvania trust account instead of the New Jersey trust account.

Despite respondent's claim that the shortages were the result of the specific mistakes made in the above client matters, the ODC's audit determined that the trust account was out-of-trust "periodically" throughout the audit period – and not only on those occasions.

In January 2015, the ODC completed a second audit of respondent's attorney books and records for the period from December 2011 through July 2013. Like the first audit, the

second audit demonstrated that respondent's trust account was "often out-of-trust in varying amounts."

The Joint Petition addresses eight client matters involved in shortages in the firm's Pennsylvania and New Jersey trust accounts. Each matter is identified and discussed below.

Bernie Schulman

On August 20, 2008, Bernie Schulman and his wife Ruth retained respondent to represent them in a personal injury claim, following Schulman's motorcycle accident, for a one-third contingency fee, plus costs. Respondent obtained two recoveries, totaling $150,000, for Schulman, in March 2009 and April 2011. Although respondent's total fee was $50,000, he disbursed $66,667.33 in fees, as shown below.

On March 31, 2009, respondent deposited a $100,000 settlement check in the firm's First Niagara trust account. On April 2, 2009, he issued to his firm a $33,333.33 trust account check, with the notation "Schulman.Bel-Fees." He did not disburse any funds to Schulman at that time because he had to negotiate and resolve outstanding liens.

On December 21, 2009, respondent prepared a disbursement sheet reflecting a settlement of $200,000, rather than $100,000. The settlement sheet also reflected the following disbursements:

$66,666.66 in fees to the firm; $648.12 in costs to the firm; and $120,759.93 to the Schulmans. According to the settlement sheet, respondent escrowed the remaining $11,925.29 for the satisfaction of Medicare and Blue Cross liens, which respondent would attempt to negotiate. Once the liens were satisfied, any remaining funds would be disbursed to the Schulmans.

On December 31, 2009, respondent disbursed to the Schulmans $120,759.93 from the First Niagara trust account. Two days later, he issued a $7,232.20 trust account check to "CMS," in satisfaction of the Medicare lien, and a $679.35 trust account check, to "Healthcare Recoveries," in satisfaction of the Blue Cross lien.

At some point prior to March 11, 2010, Medicare informed respondent of charges of $10,663.35, in addition to the existing lien. At the time, only $4,013.74 of the amount originally escrowed remained in the trust account. On March 11, 2010, respondent deposited, in the First Niagara trust account, $6,649.61 in cash that he had received from Schulman to cover the Medicare shortage. On March 19, 2010, respondent issued to Medicare a $10,663.35 trust account check.

After respondent realized that Schulman had received more than his share of the settlement proceeds, he asked Schulman to reimburse the firm. Schulman repaid $33,334 in two installments.

On September 10, 2010, Schulman paid $16,000 to respondent, who deposited the funds into the First Niagara trust account. The deposit was coded as "partial reimbursement for overpayment." Five days later, respondent issued to the firm two $8,000 trust account checks. Both checks were marked "partial fees owed." He was not entitled to this additional $16,000, as the $33,000+ fee already had been disbursed in April 2009. Accordingly, the $16,000 in disbursements to the firm invaded other client funds.

On October 19, 2010, Schulman tendered a $17,334 check to respondent, which he deposited in the business account, rather than the trust account; thus, the trust account shortage continued. According to the Joint Petition, the firm retained Schulman's reimbursement because respondent believed that he had previously "personally reimbursed" the trust account for the overpayment to Schulman.

On April 26, 2011, respondent deposited in the First Niagara trust account a $50,000 check from Ohio Casualty, representing the settlement of a third-party action. By this point, respondent had recovered a total of $150,000 for Schulman, which entitled respondent to a total fee of $50,000 for both matters. Thus, the previous disbursement of $66,667.33 in fees to the firm, plus $648.12 in costs, resulted in a $16,019.21 overpayment.

Despite the $16,019.21 overpayment, on May 2, 2011, respondent "removed" from the First Niagara trust account the entire $50,000 in Ohio Casualty settlement monies. The trust account check contained the notation "Schulman Money Reimbursed for Payment toward Overpayment." The Joint Petition does not identify the disposition of the $50,000 removed from the trust account in May 2011.

Nearly a year later, on April 20, 2012, respondent replenished the trust account by depositing a $50,000 cashier's check drawn on the firm's general account. We note that, on the day before the $50,000 deposit, the trust account balance was $134.43, when it should have held $87,186.14 in client trust funds. According to respondent, he deposited the monies upon learning of "the overpayment," which we presume to be the $50,000 "removed" from the First Niagara trust account nearly a year earlier, in May 2011. After the $50,000 trust account deposit, respondent issued the following checks in respect of the Schulman matter: a $74.46 cashier's check, issued on April 20, 2012, drawn on the firm's operating account to "partially reimburse the over-distribution of Schulman funds;"[3] a $648.12 trust account check, issued on May 16, 2012, payable to the firm "for Schulman costs;" and a $666.67 trust

[3] The record does not identify the payee.

account check, issued on May 17, 2012, payable to the firm for "balance of Schulman's fees."

On May 29, 2012, respondent reimbursed the First Niagara trust account for the $17,344 that he had deposited in the operating account on October 19, 2010.[4]

In sum, the $150,010 deposited in the Schulman matter was distributed as follows:

$ 80,776.32	Schulman
7,232.20	CMS (Medicare)
679.35	Healthcare Recoveries
10,663.36	Medicare
49,925.54	PollackSteinberg (fees)
648.12	PollackSteinberg (costs)
85.12	Medicare
$150,010.00	TOTAL

[Ex.C¶49.][5]

According to the Joint Petition, the following acts of respondent caused shortages in the First Niagara trust account:

- The over-distribution to Mr. Schulman;
- The deposit of Mr. Schulman's $16,000 reimbursement in the firm's operating

[4] The reimbursement was $10 more than was necessary.

[5] "Ex.C" refers to the Joint Petition, dated June 10, 2016.

account;[6]

- The deposit of Mr. Schulman's $17,344 reimbursement in the operating account;[7] and
- The withdrawal of Mr. Schulman's $50,000 settlement.[8]

[Ex.C¶50a-Ex.C¶50d.]

Betty Ann DiGiacomo

On November 29, 2005, Betty Ann DiGiacomo retained respondent to represent her in a personal injury claim for injuries sustained on March 19, 2005 at the Christian Life Center (CLC) in Bensalem, Pennsylvania. The agreement provided for a contingent fee of 33-1/3%, if the case were "resolved pre-suit," or forty percent, if a lawsuit were filed, plus costs.

On March 15, 2007, respondent filed a lawsuit against CLC in Pennsylvania state court. On an unidentified date, the case was settled for $525,000, in the form of a $375,000 lump sum payment and a $150,000 structured settlement. The firm's fee was $210,000.

---

[6] The $16,000 was not deposited in the operating account. It was deposited in the trust account and disbursed to the firm, which presumably deposited the monies in the operating account.

[7] The monies were repaid 588 days later.

[8] The monies were repaid 360 days later.

On May 8, 2009, respondent deposited the $375,000 settlement check in the First Niagara trust account. He disbursed $100,000 in fees, which were deposited in the firm's operating account. According to respondent, the initial disbursement was not recorded on the DiGiacomo computerized ledger because her name had been misspelled on the entry, which he characterized as a "coding error."

The missing entry led respondent to believe that the firm was still owed $100,000 in fees. Between May 18 and June 18, 2009, respondent disbursed an additional $136,426.15 for fees and costs, all of which was deposited in the operating account and used to repay loans from respondent to the firm and to pay firm employee salaries and benefits.

By June 24, 2010, all $375,000 of the DiGiacomo lump sum payment had been disbursed, as follows: $241,456.53 to respondent and the firm;[9] $103,910.18 to DiGiacomo; and $29,633.29 to third parties. Yet, respondent continued to disburse monies from the trust account for the payment of fees in the DiGiacomo case.

---

[9] There is no explanation for the $5,030.38 difference between the $236,426.15 total and the $241,456.53 total identified in the Joint Petition. Perhaps the difference represents the firm's costs.

Specifically, between July 27, 2010 and May 27, 2011, respondent disbursed $105,000, which he attributed to the DiGiacomo matter, to fund payroll and pay office expenses. Because all DiGiacomo monies had been disbursed previously, the $105,000 created a shortage in the First Niagara trust account. Presumably, the OAE's February 2012 audit uncovered the $105,000 shortage because, on March 9 and 29, 2012, respondent replenished the trust account by transferring $100,000 and $5,000 from the operating account.

Karen Laing

On an unidentified date, respondent settled his client Karen Laing's New Jersey personal injury case for $395,000. On an unidentified date, the monies were deposited in the firm's New Jersey trust account.

On September 22, 2010, respondent disbursed $2,940 from the firm's First Niagara trust account to pay an outstanding medical bill in the Laing matter, even though the Laing funds had remained in the New Jersey trust account. The First Niagara trust account was not replenished. Respondent "corrected" the error only after ODC had commenced its audit.

Bruce Petaccio

On March 28, 2006, Bruce Petaccio was injured in a motor vehicle accident. The person responsible for the accident was underinsured, having a $50,000 policy limit.

On November 15, 2007, Petaccio and his wife Caroline filed a bankruptcy petition in Pennsylvania. About a year later, Petaccio and the interim trustee, Bonnie B. Finkel, Esq., signed a power of attorney authorizing respondent to serve as Petaccio's attorney in a claim for personal injuries and loss of consortium, for a forty percent contingent fee, plus costs.

On January 7, 2009, the bankruptcy court appointed respondent to serve as special counsel in the bankruptcy matter for the purpose of consummating a settlement in the Petaccio personal injury case. The settlement proceeds were to become an asset of the estate in bankruptcy.

On October 27, 2009, respondent deposited in the First Niagara trust account a $50,000 check, representing the limit of the responsible person's insurance policy. According to the Joint Petition, he "fully and correctly disbursed that amount."

On January 23, 2012, Petaccio and his wife's underinsured motorist claim was settled for $700,000, which respondent deposited in the First Niagara trust account, four days later. On January 30, 2012, without the bankruptcy court's approval, respondent disbursed

the firm's $280,000 fee, deposited the monies in the firm's operating account, which was overdrawn, and used the funds to make payroll and pay office expenses.

Finkel told respondent that he should not have disbursed his fee prior to court approval. On February 1, 2012, she filed a motion in the bankruptcy court seeking approval of the $700,000 settlement and respondent's fees and costs. Of that amount, Finkel required only $400,000 to satisfy the Petaccios' creditors, including respondent. The bankruptcy court granted Finkel's motion on February 28, 2012.

Meanwhile, on February 7, 2012, respondent replenished the First Niagara account with $295,000 from the firm's operating account, which was $15,000 more than the $280,000 that had been removed from the trust account and deposited in the operating account on January 30, 2012. Prior to this disbursement, the operating account did not have sufficient funds to cover the replenishment. Thus, respondent borrowed $75,000 from an unknown source and deposited the monies into the operating account "to ensure there were sufficient funds" to disburse to the trust account.

On March 2, 2012, respondent issued a $400,000 trust account check to Finkel, as trustee. She distributed the monies to

Petaccio's creditors, including $280,000 in fees and $17,214.24 in expenses to respondent.

Respondent deposited the fee into the firm's operating account, and used the monies to meet the firm's payroll, pay an American Express card, repay the $75,000 loan and the excess $105,000 previously taken from the trust account, and fund a $30,000 draw to himself.[10] By May 22, 2012, respondent had fully disbursed the Petaccio funds, and the matter was concluded. Yet, respondent continued to disburse monies from the trust account for the payment of fees in that case.

Specifically, between July 18, 2012 and February 15, 2013, respondent directed twelve transfers, totaling $67,900, from the trust account to the operating account, which the firm's check register identified as Petaccio fees. These additional fees did not appear on the Petaccio settlement distribution sheet produced to the ODC, however. Respondent used the monies to make payroll and pay office expenses that otherwise could not have been paid.

Respondent claimed that, because the $280,000 in fees received from Finkel had been deposited into the operating account, they were not listed on the computerized client ledger for the trust account. Moreover, when "the account" was reviewed, respondent did

---

[10] Unlike New Jersey, Pennsylvania requires attorneys to deposit their fees in their trust accounts.

not remember that the $280,000 check from Finkel had been deposited in the operating account, and, thus, he believed, albeit mistakenly, that the fees were still owed.

By removing $67,900 from the trust account, after the Petaccio funds had been fully distributed, respondent caused shortages in "the funds of other clients." Specifically, the trust account balance decreased to $1,433.91, as of February 15, 2013, which was $98,615.17 short of the ODC's calculation of the total entrusted funds.

Respondent stated to ODC that the Petaccio matter was an "anomaly" because he had not previously handled a personal injury case that was subject to a bankruptcy proceeding.

Samuel & Jodie Rocco

On June 21, 2012, respondent deposited in the First Niagara trust account a $57,847 check, issued by Cassat Risk Retention Group to Jodie and Sam Rocco and respondent. The Joint Petition does not identify the nature of the payment, which presumably represented the settlement of a claim.

On June 22 and 27, 2012, respondent transferred a total of $26,000 to the firm's operating account. The check register attributed the transfers to the Rocco matter. After the payment of $2,903.37 in costs, the trust account balance was $28,943.63.

Respondent was required to hold the funds intact until July 2013. On June 1, 2013, however, the First Niagara trust account balance was $1,443.91, without any disbursement having been made to the Roccos.[11] This is not to say that respondent failed to disburse the funds to them, however.

Six months earlier, on November 21, 2012, respondent had issued to the Roccos a trust account check for an unspecified amount. The check was not drawn against the First Niagara trust account, which lacked sufficient funds. Instead, the check issued from a trust account with PNC Bank.[12] Yet, prior to the disbursement, no Rocco funds had been transferred from the First Niagara trust account to the PNC trust account. Indeed, the First Niagara trust account did not have sufficient funds to cover the disbursement.

Respondent claimed that the disbursement from the PNC trust account was an accident. On March 13, 2013, he replenished the PNC

---

[11] As of July 2013, which was the final month covered by the ODC's audit, respondent's records did not reflect the disbursement of the monies from the First Niagara trust account.

[12] At the suggestion of CPA Martin Abo, respondent closed the First Niagara account and consolidated the remaining funds with the PNC trust account. When respondent opened the PNC trust account, on October 21, 2011, the First Niagara trust account had a shortage of $146,068.46. The ODC did not audit respondent's PNC trust account.

trust account with his own funds, after he realized that he had made that mistake.

Respondent did not disclose the existence of the PNC trust account on his annual attorney registration forms, which he claimed to be an oversight that he has since corrected. He also did not disclose the existence of the PNC trust account during the ODC's audit because, he claimed, the ODC did not ask him about that account. Respondent claimed, however, that, according to Martin Abo, CPA, whom respondent subsequently retained in 2015 to conduct a forensic analysis of his trust accounts, respondent was "entitled" to combine the balances in both accounts.

Marie Carsillo

In exchange for twenty-five percent of "any recovery," the firm represented Alexandria Farrell, a minor, in a personal injury claim against the Central Bucks School District. The firm also represented her mother, Marie Carsillo, in respect of her claim for medical and out-of-pocket expenses that she had incurred as a result of her daughter's injuries.

In November 2011, Farrell's and Carsillo's claims were settled for $200,000 and $50,000, respectively. Farrell's settlement was "subject to Court monitoring."

On November 7, 2011, respondent deposited a $50,000 check into the First Niagara trust account, which was attributed to Carsillo on the check register. Within two weeks, respondent disbursed all of the monies, including $10,000 to the firm and $4,175.42 to the operating account, thus concluding the Carsillo matter. Yet, one month later, ostensibly on December 7, 2011, respondent directed the disbursement of $16,500 to the firm. The check was drawn against the New Jersey trust account instead of the First Niagara trust account, and the check register attributed the disbursement to "Farrell," not Carsillo.

At the time of the disbursement, the New Jersey trust account balance was only $14,144.03, thus causing an overdraft, which led to the OAE's demand audit. Respondent explained to the OAE that, because the matter was a Pennsylvania case, the settlement monies had been deposited in the First Niagara trust account. Thus, the bookkeeper had mistakenly issued the $16,500 check against the New Jersey trust account.

When the firm's bookkeeper issued the $16,500 New Jersey trust account check, the First Niagara trust account balance was $16,568.24. Although sufficient to cover the disbursement, the trust account balance was "far less" than the balance should have been as of December 7, 2011.

Respondent told the ODC that the deposit of the Carsillo settlement monies was mistakenly coded to Farrell, with the disbursements coded to Carsillo.[13] Accordingly, when it appeared to the bookkeeper that the $50,000 remained on the books, she believed that the firm was still owed a fee and, thus, issued the check. When the bookkeeper presented the check to respondent for his signature, his attention was limited by "multiple things." As a result, respondent failed not only to realize the mistake, but also to realize that the bookkeeper had issued the check against the New Jersey trust account.

Chantelle Harper

On June 16, 2010, Chantelle Harper was injured in a motor vehicle accident, resulting in the responsible party's death. On August 18, 2010, she retained respondent to represent her in a personal injury claim, in exchange for one-third of the net recovery.

In December 2011, the case was settled for $125,839.81, comprising $100,000 paid by the insurance carrier and $25,839.81

---

[13] Respondent's explanation is inconsistent with the Joint Petition's assertion that the $50,000 deposit had been attributed to Carsillo and that the $16,500 disbursement had been attributed to Farrell. We cannot reconcile these inconsistencies.

paid by the responsible party's estate. That same month, respondent deposited the monies in the First Niagara trust account.

Between December 15, 2011 and January 8, 2012, through three transactions, respondent transferred $22,500 from the First Niagara trust account to the operating account, and recorded the transactions on the register as "fees" or "partial fees" in the Harper case.

On March 22, 2012, respondent presented a disbursement sheet to Harper, which reflected the $125,839.81 recovery; $41,755.13 in fees and $574.41 in costs to the firm; $41,755.13 to satisfy a welfare lien; $2,000 retained by the firm as "UIM claim costs retainer;" and $39,755.14 to Harper. The $2,000 was held in trust "for the purpose of paying costs relative to [the UIM] claim." The firm disbursed Harper's funds to her the following day, leaving $63,584.67 undisbursed.

Although respondent was required to hold the $41,755.13 intact until the welfare lien was resolved, on February 15, 2013, the First Niagara trust account balance fell to $1,433.91. By August 2015, the funds maintained in the First Niagara trust account had been transferred to the PNC trust account, and the First Niagara trust account was closed. Yet, no Harper funds had been among the funds transferred to the PNC account.

Sometime in August 2015, respondent resolved the welfare lien and paid, from the PNC trust account, $20,000 to the Pennsylvania Department of Public Welfare and $20,818.63 to Harper. The record does not identify the source of the funds.

Joseph Courtney

On September 14, 2007, an automobile struck and killed pedestrian Joseph Courtney. Courtney's sister, Frances Prushan, was appointed administrator ad prosequendum of his estate.

On September 28, 2007, Prushan retained respondent to represent the estate in a personal injury and wrongful death claim. Respondent presented Prushan with a written fee agreement, which provided for a fee of one-third of the recovery, if the matter were resolved prior to institution of a lawsuit, or forty percent of the recovery, if a lawsuit had to be filed. Presumably, Prushan signed the agreement.

On February 26, 2008, respondent informed American Independent Insurance Company (American Independent), the motorist's auto insurance carrier, of his representation of the Courtney estate, and requested that all inquiries and correspondence be directed to him.

On April 9, 2008, respondent wrote to American Independent employee Jenny Lynn Meister and, among other things, demanded

the immediate payment of the motorist's insurance policy limits. American Independent agreed to tender the policy limits.

On May 1, 2008, respondent informed Prushan that American Independent had agreed to pay the $15,000 policy limit but that, because this was an estate matter, the settlement would require court approval. On July 6, 2012, four years later, Prushan met with respondent to discuss the still-unresolved matter. Respondent requested that she provide a written estimate of the cost of a grave stone, which would reduce estate taxes and be incorporated in the petition to finalize the settlement.

On August 16, 2012, respondent deposited into the First Niagara trust account a $15,000 check from American Independent, which was payable to respondent and the estate. According to Prushan, neither respondent nor American Independent notified her of this fact, and she did not learn of the settlement until nearly two years later, when she contacted American Independent, on June 9, 2014.

In turn, respondent asserted that he had informed Prushan both that the check had been issued and received, and that court approval was required before the monies could be disbursed. No writing supported respondent's claim, however.

Respondent also claimed that, under Pennsylvania law, American Independent was required to inform Prushan that it had

sent the settlement check to him. He acknowledged, however, that the insurance company's statutory obligation to inform Prushan of the payment did not excuse his non-compliance with Pennsylvania RPC 1.15(d), which requires lawyers to notify clients on the receipt of fiduciary funds.

Meanwhile, on August 16, 2012, the date that respondent deposited the $15,000 check, he transferred $5,000 from the First Niagara trust account to the operating account. The transaction was attributed to a different client matter in which respondent was owed a fee. The next day, he transferred $14,000 from the trust account to the operating account and attributed that transaction to another client matter in which he was owed a fee. Although respondent acknowledged that he could not disburse any of the Courtney settlement funds without a court order, by November 15, 2012, the First Niagara trust account balance had fallen to $2,683.91.

Between August 2012 and June 2014, respondent neither took any action to conclude the Courtney estate matter nor communicated with Prushan. By letter dated May 21, 2014, Prushan inquired about the status of the matter. Respondent did not answer her inquiry until June 27, 2014, when he represented that he would send Prushan information about the case. Still, the

matter was not concluded until May 28, 2015, nearly a year later.

Based on the above facts, in all eight client matters, the parties agreed that respondent had violated the following Pennsylvania RPCs:[14]

- RPC 1.15(b), which states, in pertinent part, that "a lawyer shall hold all Rule 1.15 funds and property separate from the lawyer's own property" and that "[s]uch property shall be appropriately safeguarded" (**RPC 1.15(a)**);

- RPC 1.15(d), which states, in pertinent part, that "upon receiving Rule 1.15 Funds or property which are not Fiduciary Funds or property, a lawyer shall promptly notify the client or third person, consistent with the requirements of applicable law" (**RPC 1.15(b)**); and

- RPC 1.15(e), which states, in pertinent part, that "except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property" (**RPC 1.15(b)**).[15]

[Ex.C¶¶177D-177F.]

---

[14] The corresponding New Jersey RPCs appear in bold.

[15] New Jersey RPC 1.15(b) does not require an accounting.

The parties also agreed that, in the <u>Courtney/Prushan</u> matter, respondent had violated

- <u>RPC</u> 1.3, which states that "a lawyer shall act with reasonable diligence and promptness in representing a client (**<u>RPC</u> 1.3**);
- <u>RPC</u> 1.4(a)(3), which states that "a lawyer shall keep the client reasonably informed about the status of the matter" (**<u>RPC</u> 1.4(b)**);
- <u>RPC</u> 1.4(a)(4), which states that "a lawyer shall promptly comply with reasonable requests for information" (**<u>RPC</u> 1.4(b)**); and,
- <u>RPC</u> 3.2, which states that a lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client (**<u>RPC</u> 3.2**).

[Ex.C¶¶177A-177C;Ex.C¶177G.]

On February 12, 2015, respondent and his attorney met with the ODC to discuss the "chronic shortfalls" in his trust account. At the time, the ODC was considering whether to seek a suspension for respondent's ethics infractions. At respondent's request, the ODC granted "sufficient time" for Abo, respondent's accountant, to conduct an independent review of the firm's attorney books and records.

In June 2015, Abo completed his forensic examination of respondent's records. Despite the differences in Abo's and the ODC's methodologies, Abo's audit also demonstrated a shortfall of

$75,977.71 in "entrusted funds," which respondent subsequently replenished.

Respondent followed through with Abo's suggestion that he perform three-way reconciliations of his trust account, which he voluntarily provided to the ODC on a monthly basis. He also implemented the following additional suggestions of Abo:

- Ending the practice of taking partial fees;
- Maintaining a hand-written ledger card for each client, in addition to the Quickbooks computer ledger;
- Clearly documenting whether a case is a Pennsylvania or New Jersey matter;
- Personally monitoring the status of outstanding liens on a monthly basis;
- Finalizing cases and distributing fees and costs once;
- Promptly distributing fees to ensure no co-mingling;
- Ensuring that client's names and cases are documented on all checks; and
- Making all disbursements by check rather than electronically or by counter withdrawal.

[Ex.C¶159.]

In addition, respondent created formal policies and procedures regarding the handling of client funds, trust accounting and reconciliation, and the disbursement of funds.

According to the Joint Petition, the above policies and procedures comply with the Pennsylvania RPCs.

The ODC also conceded that, if a hearing were to take place, respondent would establish, in mitigation, that during the period at issue, May 1, 2010 through July 2013, he, his wife, and other family members had serious health issues, which caused him to be "physically absent from the office on multiple occasions, despite being responsible for a full-time practice and trial schedule." Specifically, in early 2009, respondent formed a law partnership with Kevin Steinberg. Respondent was the managing partner and primary trial lawyer. He also handled the firm's finances and generated a significant amount of business.

During the relevant time, the firm employed "a few support staff" and had a "revolving door" of an unspecified number of associates, all of whom appear to have been fired. Respondent's wife worked as the firm's bookkeeper, office manager, and administrator "for a number of years." Respondent's father-in-law also worked at the firm.

Between 2001 and 2013, the Pollack family suffered a number of tragedies. In 2001, Mrs. Pollack sustained a spinal cord injury in an automobile accident, which required surgery in 2003.

In 2007, respondent was "seriously injured" in an accident, which necessitated surgery, physical therapy, and "reduced work hours" between February and July of that year. "Toward the end of 2007," respondent's work hours were reduced again, due to a deterioration in Mrs. Pollack's condition.

In 2008, respondent's caseload became "significantly backlogged," due to his and Mrs. Pollack's "recurring health issues." In April, Mrs. Pollack underwent spinal surgery. A week before the procedure, respondent's associate resigned from the firm, asserting that he could no longer handle the volume of work caused by respondent's absence, rendering respondent a sole practitioner. Moreover, respondent was "unable to work regular hours" during Mrs. Pollack's six-week period of immobilization.

In July 2008, respondent underwent surgery for a recurring shoulder condition, causing more lost time from work. By early 2009, respondent had formed the partnership with Steinberg and, because Mrs. Pollack had recovered sufficiently by that point, he began working for the new firm.

By the summer of 2009, however, Mrs. Pollack's condition had "significantly deteriorated," and her father was diagnosed with pancreatic cancer. In September 2009, Mrs. Pollack underwent "major reconstructive neck surgery." While she and respondent were in New York for the operation, Mrs. Pollack's

father died. Respondent took another leave of absence from work, which lasted until mid-November 2009. Meanwhile, that autumn, he developed "multiple gastrointestinal disorders."

After having returned to work in mid-November 2009, respondent took another leave in December because his wife "had developed hives all over her body for which she ultimately sought emergency medical attention." He returned to work in 2010 and faced a backlog that included nineteen trials.

After respondent's return to work, in January 2010, Mrs. Pollack's health continued to suffer, and she developed severe depression and anxiety. She worked reduced hours until September 2010, when she took a leave of absence. The firm was without a "suitable" bookkeeper until November 2011.

By early 2011, respondent was "beginning to get a handle on his caseload." In March 2011, however, he injured his hand in an accident, which required surgery a month later. Respondent's recovery was hindered by unspecified complications. At the same time, Mrs. Pollack's condition worsened, which caused respondent to miss more time from work, as he tended to her needs and accompanied her through additional testing. She underwent another surgery in July 2011. That fall, she was declared totally and permanently disabled, which increased the severity of her depression.

Respondent's First Niagara trust account experienced shortfalls as early as 2009. In 2010, the shortfall in trust account funds "grew steadily," Schulman was overpaid, and the firm was overpaid in the DiGiacomo matter. The shortfalls continued during 2011, due, in part, to the overpayments in the Schulman and DiGiacomo matters, which were not corrected until spring 2012. Meanwhile, in December 2011, respondent overdrew the New Jersey trust account when he issued the $16,500 trust account check to the firm in the Carsillo matter.

In early 2012, the Pollacks' youngest son was diagnosed with "a neurodevelopmental diagnosis which has required regular treatment and therapy." At the same time, respondent was "forced to attend to the needs of his elderly father, who suffered from a "multitude" of neurological and other health conditions. Respondent, who held power of attorney for his father, managed his father's finances and was "forced" to find a new living arrangement for him, given his condition. Respondent's father died in December 2013.

Meanwhile, Mrs. Pollack's health continued to spiral during 2012, leading to another spinal surgery in September. Thus, on September 4, 2012, respondent was "forced to postpone an out-of-state trial and return home immediately."

Although the surgery was a success, Mrs. Pollack developed complications, including a MRSA infection. Respondent took a leave of absence for the rest of 2012.

The Joint Petition notes that the Petaccio double fee payments took place from the summer of 2012 until February 2013.

In February 2013, respondent returned to work but was hospitalized for a "cardiac event." Although doctors urged respondent to "take it easy," he was scheduled for five trials and five arbitrations through the end of March 2013. In April 2013, he had two scheduled medical malpractice trials, in addition to "several other trial listings" through the summer.

According to the Joint Petition:

> Respondent states that the multitude of personal problems and health issues he faced during this period of time, along with the chronic short-staffing in his office, contributed to what he characterizes as errors and omissions in the appropriate accounting for funds in his IOLTA. Respondent argues that he was focused on maintaining his practice, including negotiating settlements and winning trials for his clients. As a result, he admittedly failed to perform three-way reconciliations or compare the balance of entrusted funds he was actually holding with the balance of funds he was required to hold. Respondent maintains that all clients received the monies to which they were rightfully entitled.
>
> [Ex.C¶172.]

In making the connection between respondent's health and personal issues and the resulting "errors and omissions," the Joint Petition reduced Dr. Barenbaum's report to the following summary:

> The respondent submits in mitigation the psychologist's conclusions, stated to within a reasonable degree of psychological certainty, which do medically support that given the stress that Respondent was under throughout the relevant period of time, coupled with the multitude of tasks that he was required to perform throughout the time frame, that both his memory and actions were negatively affected.
>
> [Ex.C¶174.]

The Joint Petition notes that Dr. Barenbaum was not subject to cross-examination and, further, that the ODC did not concede, "even for the purpose of [the Joint] Petition, the accuracy of all his conclusions."

The Joint Petition cited the following additional mitigating factors: respondent is now in compliance with the Pennsylvania Rules of Disciplinary Enforcement and maintains all attorney books and records "appropriately;" he was willing to adhere to all conditions imposed by the ODC to ensure continued compliance with the "Rules;" he had practiced law for more than twenty-six years without having been disciplined; and he had "substantially cooperated" with the ODC in its investigation and audit.

* * *

Following a review of the record, we determine to grant the OAE's motion for reciprocal discipline.

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

> The Board shall recommend the imposition of the identical action or discipline unless the respondent demonstrates, or the Board finds on the face of the record on 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;
>
> (C) the disciplinary or disability order of the foreign jurisdiction does not remain in full force and effect as the result of appellate proceedings;
>
> (D) the procedure followed in the foreign disciplinary 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.

Subsection (E) applies in this matter because the unethical conduct warrants substantially different discipline. Respondent's conduct in Pennsylvania does not warrant a four-year suspension in New Jersey. Instead, a censure is the

appropriate measure of discipline for the totality of his ethics infractions.

"[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). In Pennsylvania, the standard of proof in attorney disciplinary matters is the "evidence is sufficient to prove ethical misconduct if a preponderance of that evidence establishes the charged violation and the proof is clear and satisfactory." See Office of Disciplinary Counsel v. Kissel, 497 Pa. 467, 442 A.2d 217 (1982); Office of Disciplinary Counsel v. Duffield, 537 Pa. 485, 644 A.2d 1186 (1994); and Office of Disciplinary Counsel v. Surrick, 561 Pa. 167, 749 A.2d 441 (2000). We note that, in this matter, respondent stipulated, in Pennsylvania, both to his violations of the RPCs and the quantum of discipline to be imposed in that jurisdiction.

We begin our analysis with the non-financial ethics infractions. The Joint Petition clearly and convincingly

establishes that respondent violated New Jersey RPC 1.3 and RPC 1.4(b) in the Courtney/Prushan matter.

On May 1, 2008, respondent told Prushan that, although the insurance company had agreed to tender the policy limits in the Courtney wrongful death case, an actual settlement required court approval. Yet, respondent did nothing for the next four years, a violation of RPC 1.3, which requires an attorney to act with reasonable diligence and promptness in representing a client.

On August 12, 2012, respondent finally received and deposited the $15,000 settlement monies, but he did not notify Prushan, who learned of the payment – two years later – only when she called the insurance company. By his silence, respondent violated RPC 1.4(b), which requires an attorney to keep a client reasonably informed about the status of a matter. Further, respondent continued to lack diligence, as he did not complete the representation until May 28, 2015, nearly three years later.

RPC 3.2 provides, in relevant part, that an attorney "shall make reasonable efforts to expedite litigation consistent with the interests of the client." Although respondent lacked diligence in the Courtney/Prushan matter, nothing in the Joint

Petition suggests that he failed to expedite litigation in that or any other client matter at issue.

First, there is no indication in the Joint Petition that respondent filed a lawsuit in the Courtney/Prushan matter. Rather, the case settled immediately. Respondent tarried in finalizing the settlement. Second, none of the other matters involve respondent's failure to expedite litigation. Rather, they all involve the manner in which he handled settlement monies. Thus, we find that the facts asserted in the Joint Petition cannot sustain the RPC 3.2 violation.

The remaining RPC violations involve respondent's handling of client funds. Like Pennsylvania RPC 1.15(b), New Jersey RPC 1.15(a) requires a lawyer to "hold property of clients or third persons . . . in connection with a representation separate from the lawyer's own property" and, further, to identify that property and "appropriately" safeguard it. To appropriately safeguard client funds, the attorney must maintain the monies, intact, in an attorney trust account.

Respondent violated RPC 1.15(a) in a number of respects. In the Schulman case, he invaded unidentified client trust account funds when he disbursed $33,334 more to the Schulmans than they were entitled to receive, and took $16,019.21 more in fees than the firm was entitled to receive. He also took fees against

uncollected funds when he disbursed the full fee, prior to receiving the second settlement payment of $50,000.

In the DiGiacomo matter, respondent invaded unidentified client funds by disbursing more than $30,000 in fees than he was entitled to receive and, further, by disbursing $105,000 against the DiGiacomo matter after the settlement monies already had been fully disbursed.

In the Laing case, respondent invaded unidentified trust funds when he disbursed $2,940 from the First Niagara trust account in that matter, even though it was a New Jersey case with funds in the New Jersey trust account.

In the Petaccio matter, respondent misappropriated $280,000 of the $700,000 settlement monies when he took his fee prior to the bankruptcy court's approval. After the court had approved the fee and the funds were fully disbursed, respondent continued to invade other trust account monies when he transferred a total of $67,900 to the operating account, which he attributed to fees in the Petaccio matter.

In the Rocco case, respondent invaded more than $27,000 of the $28,943.63 that was to be held in trust, reducing the trust account balance to $1,443.91. He then invaded funds in the PNC trust account when he mistakenly issued a trust account check

drawn against that account at a time when there were insufficient funds in the First Niagara trust account.

In the Carsillo matter, respondent issued a $16,500 New Jersey trust account check to the firm when no funds were in Carsillo's case, because respondent already had disbursed all $50,000 of her settlement. Further, the funds had been placed in the First Niagara trust account, not the New Jersey trust account.

In the Harper matter, the First Niagara trust account balance dipped to $1,433.91, on February 15, 2013, when respondent should have been holding $41,755.13 in escrow for the payment of a welfare lien.

Finally, in the Courtney/Prushan matter, respondent disbursed the $15,000 settlement monies prior to court approval and, it appears, attributed the transactions to other client matters, thus reducing the First Niagara trust account balance to less than $3,000.

As applied to the facts of this case, Pennsylvania RPC 1.15(d) and (e) are the same as New Jersey RPC 1.15(b), which requires an attorney to promptly notify and deliver to a client or third person any property that the individual is entitled to receive. Although the Joint Petition does not correlate the RPC violations to the individual client matters, it appears that

notification and delivery were at issue only in the Courtney/Prushan matter, in which he failed to inform her of the receipt of the $15,000 and failed to turn over the funds to Prushan until nearly three years later.

To conclude, the facts set forth in the Joint Petition support the conclusion that respondent violated New Jersey RPC 1.3, RPC 1.4(b), and RPC 1.15(b) in the Courtney/Prushan matter, and RPC 1.15(a) in all eight client matters. The facts do not support a violation of RPC 3.2.

There remains the appropriate quantum of discipline for respondent's ethics infractions.

Generally, a reprimand is imposed for negligent misappropriation of client funds, even when accompanied by other, non-serious infractions, such as recordkeeping deficiencies, commingling, and failure to promptly deliver funds to clients. See, e.g., In re Clemens, 202 N.J. 139 (2010) (as a result of poor recordkeeping practices, attorney overdisbursed trust funds in three instances, causing a $17,000 shortage in his trust account; an audit conducted seventeen years earlier had revealed virtually the same recordkeeping deficiencies, but the attorney was not disciplined for those irregularities; the above aggravating factor was offset by the attorney's clean disciplinary record of forty years); In re Regojo, 185 N.J. 395

(2005) (attorney negligently misappropriated $13,000 in client funds as a result of his failure to properly reconcile his trust account records; the attorney also committed several recordkeeping improprieties, commingled personal and trust funds in his trust account, and failed to timely disburse funds to clients or third parties; the attorney had two prior reprimands, one of which stemmed from negligent misappropriation and recordkeeping deficiencies; mitigating factors considered); and In re Winkler, 175 N.J. 438 (2003) (attorney commingled personal and trust funds, negligently invaded clients' funds, and did not comply with the recordkeeping rules; the attorney withdrew from his trust account $4,100 in legal fees before the deposit of corresponding settlement funds, believing that he was withdrawing against a "cushion" of his own funds left in the trust account).

Here, respondent's additional violations of RPC 1.3 and RPC 1.4(b) do not serve to enhance the discipline, as those infractions typically result in an admonition. See, e.g., In the Matter of John Joseph Hutt, DRB 15-037 (May 27, 2015) (after the attorney had settled his client's personal injury claim, he failed to resolve outstanding medical liens for more than one year, a violation of RPC 1.3 and RPC 1.15(b); the attorney also failed to reply to his client's inquiries about the status of

the liens, a violation of RPC 1.4(b); we considered that the attorney had no history of final discipline in sixteen years at the bar and that he cooperated with the OAE by readily admitting his wrongdoing and consenting to discipline). Thus, a reprimand is the minimum measure of discipline for respondent's ethics infractions.

Although reprimands have been imposed for negligent misappropriation, more serious discipline is imposed when multiple misappropriations occur over an extended period of time. See, e.g., In re Kim, 222 N.J. 3 (2015) (six-month suspension imposed on attorney whose willful disregard of his recordkeeping obligations placed his clients' funds at great risk) and In re Armour, 224 N.J. 387 (2016) (disbarment for attorney who permitted his nephew to assume control of the attorney trust and business accounts, and then turned a willful blind eye to the nephew's invasion of client funds).

In this case, respondent did nothing to ensure the proper maintenance of his firm's attorney trust and business accounts, despite his wife's continuing inability to perform her bookkeeping duties. When the firm hired another bookkeeper, respondent took no action to ensure that the bookkeeper was "suitable," to use his words. Yet, despite claiming to be in charge of the firm's finances, respondent abdicated all

responsibility for them, choosing instead to limit his involvement to performing the "traditional role" of a law firm litigator. See, e.g., In re Franco, 212 N.J. 470 (2013) (three-month suspension for attorney who abdicated most recordkeeping responsibility in favor of his partner so that he could devote his time to preparing pleadings and going to court; the attorney also engaged in conflicts of interest and charged an unreasonable fee).

We reject respondent's counsel's assertion that the mitigation justifies an admonition. Notwithstanding respondent's and his family's personal and health issues over the years, he was able to handle an enormous caseload, apparently with a great amount of success. This suggests to us that his failure to keep the firm's books and records in proper order, resulting in the multiple invasion of client funds, was not the result of these issues. Rather, in the context of his personal problems, respondent appears to have chosen to focus his attention and his energy on maintaining his practice and, in so doing, abdicated the recordkeeping responsibilities imposed on all attorneys by the Commonwealth of Pennsylvania.

In our view, the record contains clear and convincing evidence of accounting and recordkeeping practices that were so

horrendous as to border on recklessness. Yet, respondent's conduct does not warrant a suspension.

In Kim, for example, the attorney had no recordkeeping system in place, choosing instead to rely on his memory to track trust funds. In the Matter of Donk-Min Kim, DRB 14-171 (December 11, 2014) (slip op. at 4-5, 8-9, 62-64). Here, the firm had an accounting system in place, but the data entry was often incorrect.

In Armour, the attorney turned control of his attorney trust and business accounts over to his nephew, who had no training in the proper handling of those accounts, and then turned a willful blind eye to his nephew's invasion of client funds. In the Matter of Raymond Armour, DRB 15-075 (October 28, 2015) (slip op. at 6-8, 67-69).

In Franco, the attorney not only abdicated his recordkeeping responsibilities, he also engaged in a number of conflicts of interest, including the procurement of loans from clients and facilitation of loans between clients. In the Matters of Randi Kern Franco and Robert Achille Franco, DRB 12-053, 12-054, 12-055, and 12-056 (August 7, 2012) (slip op. at 88-92).

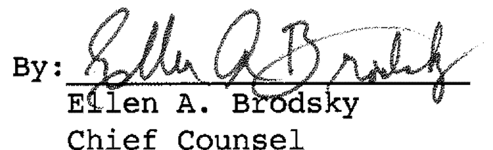
Here, respondent's blatant disregard of his recordkeeping obligations placed his clients' funds at great risk,

irrespective of the fact that they did not lose any money. Although we acknowledge the extraordinary health issues that he and his family were experiencing at the time, it is not lost on us that, at the same time respondent claimed that these personal health and family problems kept him from tending to his recordkeeping obligations, he handled his law practice quite well. He should have respected the urgency of both obligations. Thus, we determined to impose a censure.

Member Singer voted to impose a reprimand. Members Boyer and Joseph 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

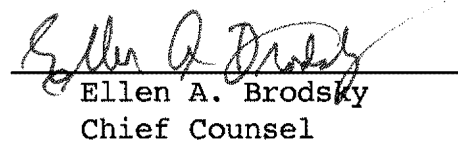
In the Matter of Ronald S. Pollack
Docket No. DRB 17-459

Argued: April 19, 2018

Decided: , 2018

Disposition: Censure

Members	Censure	Reprimand	Recused	Did Not Participate
Frost	X			
Clark	X			
Boyer				X
Gallipoli	X			
Hoberman	X			
Joseph				X
Rivera	X			
Singer		X		
Zmirich	X			
Total:	6	1	0	2



Ellen A. Brodsky
Chief Counsel