

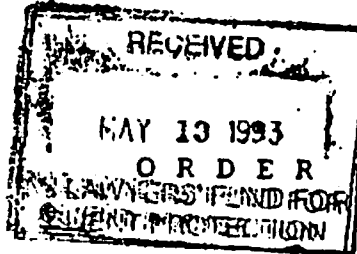
NEW JERSEY
LAWYERS' FUND
FOR CLIENT PROTECTION

(Letter dated 5/14/1993, advising Kenneth Irek that the Fund now had jurisdiction to consider claims against him because Supreme Court issued Disbarment Order, and Szatmary's Release, Assignment and Subrogation Agreement)

This page is for information only and is Not part of the attached document(s). It was created by Kenneth F. Irek for clarification and indexing.

IN THE MATTER OF
KENNETH F. IREK,
AN ATTORNEY AT LAW

:
:
:



FILED

MAY 13 1993

Stephen W. Blawie
CLERK

The Disciplinary Review Board having filed a report with the Court recommending that KENNETH F. IREK, formerly of COLTS NECK, be disbarred for the knowing misappropriation of escrow funds in violation of RPC 1.15(b) and RPC 8.4(c), and good cause appearing;

It is ORDERED that KENNETH F. IREK, formerly of COLTS NECK, who was admitted to the bar of this State in 1981, be disbarred and that his name be stricken from the roll of attorneys of this State, effective immediately; and it is further

ORDERED that KENNETH F. IREK be and hereby is permanently restrained and enjoined from practicing law; and it is further

ORDERED that all funds, if any, currently existing in any New Jersey financial institution maintained by KENNETH F. IREK, pursuant to Rule 1:21-6, shall be restrained from disbursement except upon application to this Court, for good cause shown, and shall be transferred by the financial institution to the Clerk of the Superior Court, who is directed to deposit the funds in the Superior Court Trust Fund, pending further Order of this Court; and it is further

ORDERED that KENNETH F. IREK comply with Administrative Guideline No. 23 of the Office of Attorney Ethics dealing with disbarred attorneys; and it is further

ORDERED that KENNETH F. IREK reimburse the Ethics Financial Committee for appropriate administrative costs, and it is further

ORDERED that the Office of Attorney Ethics shall cause this Order to be published on two successive days in the Asbury Park Press.

WITNESS, the Honorable Robert N. Wilentz, Chief Justice, at
I hereby certify that the foregoing is a true copy of the original on this 11th day of May, 1993.
my office.

Stephen W. Blawie
CLERK OF THE SUPREME COURT

Stephen W. Blawie
CLERK OF THE SUPREME COURT

NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION

TRUSTEES

ROBERT S. FEDER, CHAIRMAN
COWLES W. HERR, VICE CHAIRMAN
GERALD J. BATT
LUIS R. SANCHEZ, TREASURER
ARTHUR Z. KAMIN
ROSEMARY ALITO



RICHARD J. HUGHES JUSTICE COMPLEX
CN-961

TRENTON, NJ 08625-0961

BILLING: (609) 292-8079

CLAIMS: (609) 292-8008

May 14, 1993

DIRECTOR & COUNSEL
KENNETH J. BOSSONG
DEPUTY COUNSEL
DANIEL R. HENDI
ROGER S. STEFFENS
SECRETARY
ELLA M. SCARANTINO
ASSISTANT TREASURER
FRANK C. FARR

STREET ADDRESS FOR DELIVERIES:
25 W. MARKET STREET

FAX (609) 304-8637

Mr. Kenneth Irek
87 Carriage Hill Drive
Colts Neck, NJ 07722

Re: Szathmary v. Irek
CPF-520:1-93

Dear Mr. Irek

You have previously received a copy of the referenced claim. At the time we forwarded it to you the Fund lacked jurisdiction to consider making an award to the claimant due to the fact that you had not been disciplined.

Recent action by the Supreme Court in your case has conferred jurisdiction upon the Fund to consider claims against you. This the Board of Trustees will seek to do in an expeditious manner. Therefore, it is extremely important that you respond to this claim, in writing, within fourteen (14) days of the date of this letter. Should you not respond an inference may be available that there is no defense to assert. The Trustees wish all available facts to be before them when they decide this claim. Should an award be made, the Fund will take an assignment of the claimant's rights and seek to recover the money from you.

Please advise.

Very truly yours,

Handwritten signature of Roger S. Steffens in cursive script.
ROGER S. STEFFENS

RSS:baw
Enc.

520,1-93
DA

NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION

TRUSTEES
ROBERT S. FEDER, CHAIRMAN
COWLES W. HERR, VICE CHAIRMAN
GERALD J. BATT
LUIS R. SANCHEZ, TREASURER
ARTHUR Z. KAMIN
ROSEMARY ALITO



DIRECTOR & COUNSEL
KENNETH J. BOSSONG
DEPUTY COUNSEL
DANIEL R. HENDI
ROGER S. STEFFENS
SECRETARY
ELLA M. SCARANTINO
ASSISTANT TREASURER
FRANK C. FARR

RICHARD J. HUGHES JUSTICE COMPLEX
CN-961

TRENTON, NJ 08625-0961

BILLING: (609) 292-8079

CLAIMS: (609) 292-8008

FAX (609) 394-3637

STREET ADDRESS FOR DELIVERIES:
25 W. MARKET STREET

RELEASE, ASSIGNMENT AND SUBROGATION AGREEMENT

This Agreement is between the NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION (hereinafter Client Protection Fund), Richard J. Hughes Justice Complex, 25 West Market Street, CN-961, Trenton, New Jersey 08625 and Zontan Szatmary and Cathleen D. Szatmary, 3 Ware Place, Middletown, NJ 07748.

The Trustees of the Client Protection Fund, pursuant to R. 1:28-3, having considered the claim of Zontan Szatmary and Cathleen D. Szatmary, arising from the dishonest conduct of their attorney, Kenneth Irek, it is now mutually agreed:

1. The Client Protection Fund will pay to Zontan Szatmary and Cathleen D. Szatmary the sum of \$5,000 upon execution of this Agreement by all parties.

2. On behalf of their heirs, executors, administrators and assigns, Zontan Szatmary and Cathleen D. Szatmary release the Client Protection Fund, its successors and assigns, from all claims.

3. Further, Zontan Szatmary and Cathleen D. Szatmary certifies that they will lend their complete cooperation to the


Client Protection Fund in any legal action brought by the Fund or on its behalf against Kenneth Irek, or any other appropriate party, to recover these monies and that payment of said monies is contingent upon such cooperation.

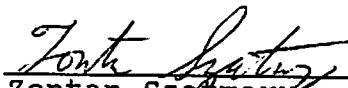
4. Zontan Szatmary and Cathleen D. Szatmary hereby assigns to the Client Protection Fund all their rights, claims and interests against Kenneth Irek, or any other party involved in the transaction giving rise to this claim. Zontan Szatmary and Cathleen D. Szatmary understand that nothing herein shall obligate the Fund to pursue the rights assigned to it under this Agreement and, therefore, any recovery or attempt to secure recovery pursuant to this assignment of rights shall be at the sole option of the Trustees. Any recovery of principal in connection with this claim by the Client Protection Fund above the sum paid to Kenneth Irek by the Fund, less reasonable costs, expenses and fees incurred by the Fund, shall be paid over to Zontan Szatmary and Cathleen D. Szatmary.

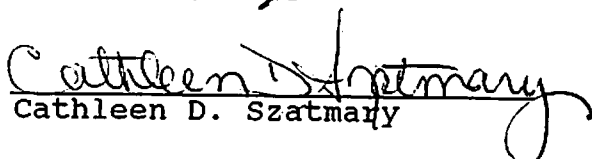
ATTEST:


Ella M. Scarantino, Secretary

NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION

By: 
Robert S. Feder, Chairman
Board of Trustees


Zontan Szatmary


Cathleen D. Szatmary

State of New Jersey :
: ss.
County of :

Be it remembered that on this *26th* day of *November*, 1993, before me, the subscriber, personally appeared Zontan Szatmary and Cathleen D. Szatmary, who, I am satisfied are the persons named in and who executed the above instrument, and acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Nicole A. Leonard

NICOLE A. LEONARD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 5, 1995
I.D. # 20-78002

