## NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION

(Release, Assignment and Subrogation Agreement, signed by Zontan and Cathleen Szatmary, November 26, 1993)

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## NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION

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RICHARD J. HUGHES JUSTICE COMPLEX CN-961

TRENTON, NJ 08625-0961 BILLING: (609) 292-8079 CLAIMS: (609) 292-8008 KENNETH J. BOSSONG DEPUTY COUNSEL DANIEL R. HENDI ROGER S. STEFFENS SECRETARY ELLA M. SCARANTINO ASSISTANT TREASURER FRANK C. FARR

DIRECTOR & COUNSEL

STREET ADDRESS FOR DELIVERIES: 25 W. MARKET STREET

FAX (609) 394-3637

## 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  $\underline{R}$ . 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

Ella M. Scarantino, Secretary

NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION

Robert S. Feder, Chairman

Board of Trustees

Zontan Szafmar

Cathleen D Szatmary

State of New Jersey

: ss.

County of

Be it remembered that on this 2076 day of 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 mass their voluntary act and deed, for the uses and purposes therein expressed.

> NICOLE A. LECNARD NOTARY PUBLIC OF MENY JERSEY My Commission Expires April 5, 1995

.D. # 26-73002