

MOTION ORAL ARGUMENT  
TRANSCRIPT

Kenneth Frank Irek, *Plaintiff*

v.

New Jersey Lawyers' Fund  
For Client Protection, *Defendant*

and

The Supreme Court of New Jersey, *Defendant*

Superior Court of New Jersey  
Mercer County  
Law Division  
Docket No. MER-L-002022-20  
Heard Electronically on December 18, 2020

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, CIVIL PART  
MERCER COUNTY  
DOCKET NO. MER-L-2022-20  
APP. DIV. NO. \_\_\_\_\_

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KENNETH FRANK IREK, :  
 :  
 Plaintiff, : TRANSCRIPT  
 :  
 v. : OF  
 :  
 NEW JERSEY LAWYERS' FUND : MOTION  
 FOR CLIENT PROTECTION and :  
 THE SUPREME COURT OF NEW :  
 JERSEY, :  
 :  
 Defendant. :  
 :

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Place: Mercer County Civil Courthouse  
(Heard Electronically)

Date: December 18, 2020

BEFORE:

HONORABLE DOUGLAS H. HURD, J.S.C.

TRANSCRIPT ORDERED BY:

KENNETH FRANK IREK  
8330 Haskell Avenue, Apt. 226  
North Hills, CA 91343

APPEARANCES: (Electronically)

KENNETH FRANK IREK, (Pro Se)  
Plaintiff

MICHAEL MORAN, ESQ., Deputy Attorney General,  
(Office of the Attorney General, Division of Law)  
Attorney for the Defendant

Transcriber: Lisa Mullen, AD/T 413

Agency: KLJ Transcription Service, LLC  
P.O. Box 8627  
Saddle Brook, NJ 07663  
(201) 703-1670  
www.kljtranscription.com  
info@kljtranscription.com

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Operator - Genia Clark

APPEARANCE: Telephonically (Continued)

RUBY D. COCHRAN, ESQ., Deputy Counsel, (NJ  
Lawyers' Fund For Client Protection)  
Attorney for Defendant NJ Lawyers' Fund For Client  
Protection

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1 (Proceedings commenced at 9:29 a.m.)  
2 THE COURT: Yeah. This is Judge Hurd. This  
3 is docketed Mercer County Law Division 2022-20.

4 Can I get plaintiff's appearance please?

5 MR. IREK: Yes. Hi. My name is Ken Irek.  
6 I'm the pro -- pro se plaintiff and I'm entering an  
7 appearance and -- for myself.

8 THE COURT: Okay. And defense counsel.

9 MR. MORAN: Good morning, Judge Hurd. This  
10 is Deputy Attorney General Michael Moran from the  
11 Office of the Attorney General, Division of Law, on  
12 behalf of the defendant, New Jersey Lawyers' Fund for  
13 Client Protection of the Supreme Court of New Jersey.  
14 And, Your Honor, I'm also here with Ruby Cochran,  
15 Deputy Counsel from the New Jersey Lawyers' Fund for  
16 Client Protection.

17 THE COURT: Okay. Thank you.

18 MS. COCHRAN: Good morning, Your Honor.

19 THE COURT: Good morning.

20 I'm not going to put a decision on the record  
21 during this call. I -- I've read all the papers, but  
22 if there's anything you want to add, go ahead.

23 Mr. Irek, you can go ahead if there's  
24 anything you want to add to your papers.

25 MR. IREK: No. I don't have any more papers

1 to add at this time.

2 THE COURT: I didn't --

3 MR. IREK: I'd like to --

4 THE COURT: -- ask if you had more papers. I  
5 was asking if you had anything you wanted to add to  
6 your papers, in terms of oral argument.

7 MR. IREK: Actually, no. I think that when  
8 you add the information that's in the verified  
9 complaint and in my motions, that's basically  
10 everything that has been -- the complete record of the  
11 case and it's exactly what I want to say.

12 Now if I need to clarify something and  
13 somebody has a question I need to clarify, I'd be happy  
14 to do that, but there's actually nothing more than --  
15 than hasn't been already said in those documents that I  
16 need to say now.

17 THE COURT: Okay. Mr. Moran, anything you  
18 want to add, sir?

19 MR. MORAN: Yes, Judge. Just I want to hit  
20 on the argument put forth in our cross-motion to  
21 dismiss.

22 To begin, Mr. Irek, when he was admitted to  
23 the bar in New Jersey, he submitted to the jurisdiction  
24 of our Supreme Court, which also has jurisdiction over  
25 attorney discipline, and that derives from Article 6,

1 Section 2, Paragraph 3 of the New Jersey Constitution,  
2 which reads:

3 "The Supreme Court shall make rules governing  
4 the administration of all courts in the state  
5 and subject to law the practice and procedure  
6 in all such courts. The State Supreme Court  
7 shall have jurisdiction over the admission to  
8 the practice of law and the discipline of  
9 persons admitted."

10 In light of that, while the Supreme Court --  
11 or the Superior Court of New Jersey, Law Division, is  
12 the court of general jurisdiction, the Appellate  
13 Division has unequivocally concluded that plaintiff  
14 cannot bring direct claims against the Fund, which is a  
15 -- an -- an -- an arm of the Supreme Court in the Law  
16 Division. And that's GE Capital Mortgage Services,  
17 Incorporated v. New Jersey Title Insurance Company, 333  
18 N.J. Super. 1, Appellate Division 2000.

19 In this case, Mr. Irek is attempting to  
20 circumvent the New Jersey Constitution and the  
21 corresponding court rules by stating that this Court  
22 has jurisdiction to adjudicate his claims against the  
23 claim -- or claims against the Fund.

24 And in support of that argument, he states on  
25 Page 14 of his brief a number of cases involving the

1 fund. I'm not going to name them. They're in -- in  
2 his brief. It's the number of a Appellate Division and  
3 Law Division cases. Strikingly, however, in each of  
4 those cases, the Fund is a plaintiff not a defendant  
5 like it is in this case.

6 He has not proffered a single case to  
7 demonstrate that this Court has jurisdiction over his  
8 claims. And, I mean, his inability to locate any case  
9 law on that issue is understandable because such a case  
10 would intrude on matters that are vested within the  
11 Fund by the Supreme Court.

12 MR. IREK: Can I answer that now before we  
13 get into something else?

14 THE COURT: No. I'll let Mr. Moran finish  
15 and then you can respond, if you'd like.

16 MR. IREK: Sure. Thank you.

17 MR. MORAN: Thank you, Judge.

18 Just one more thing about the jurisdictional  
19 issue. Essentially, what Mr. Irek is doing here is  
20 challenging the Fund's discretionary decision to award  
21 the Szatmarys, and for purposes of the record that's S-  
22 z as in zebra, a-t-m-a-r-y-s, the \$5,000 that was  
23 awarded to them from the Fund.

24 And on Page 30 of his opposition he contends  
25 that the Fund improperly determined that the Szatmarys'

1 claim was not a "an -- an eligible claim under Rule  
2 1:28-3." And GE Capital Mortgage Services Incorporated  
3 plainly instructs that such a procedural challenge to  
4 the Fund's discretionary power is impermissible under  
5 our rules and our constitution.

6 And, ultimately, Your Honor, what has to  
7 happen here is this has to go before the Supreme Court  
8 because what Mr. Irek's challenging is a decision which  
9 was made by the Supreme Court to disbar him, which in  
10 turn the Supreme Court then conferred jurisdiction on  
11 the Fund to go after the \$5,000. There is nothing in  
12 our -- in precedent or the constitution or court rules  
13 which allow Mr. Irek here to proceed.

14 As to the statute of limitations arguments  
15 and as to the immunity arguments, quickly, statute of  
16 limitations grounds, Mr. Irek does not present any  
17 availing arguments here to rebut the invalidity of his  
18 claims because they're all stale and were -- have been  
19 stale for as long as I can remember at this point. And  
20 with those, I'll rely on my arguments set forth in my  
21 moving papers.

22 As to the absolute immunity argument, Mr.  
23 Irek cites to two cases, Marley v. Borough of Palmyra  
24 and Lang v. Jersey City Board of Education. Both of  
25 those cases implicated the application of qualified

1 immunity under N.J.S.A. 59:3-3, a statute and immunity  
2 which are both inapposite to the instant matter because  
3 here we're talking about absolutely immunity. And  
4 under Rule 1:28-1(f) the Supreme Court has imputed  
5 absolute immunity on the Fund and its officials "for  
6 any conduct in the performance of their official  
7 duties." And in this case -- in this case, Mr. Irek  
8 even agrees with us that the judiciary defendants were  
9 discharging their official duties when they "attempt to  
10 pursue or recover an outstanding amount from a judgment  
11 that was rightfully obtained." And that's at his  
12 opposition on Page 30.

13 And, Your Honor, I -- even if Your Honor gets  
14 beyond the jurisdictional arguments, the claims are  
15 barred under the statute of limitations and absolute  
16 immunity.

17 And, finally, I'll rely on my moving papers -  
18 - or opposition papers with respect to the request for  
19 injunctive relief. Thank you.

20 THE COURT: Thank you, Mr. Moran.

21 Mr. Irek, anything you want to add?

22 MR. IREK: I'm sorry, Your Honor, I didn't  
23 hear that.

24 THE COURT: You said you wanted to say  
25 something before, so if you'd like to -- to do that,

1 you can go ahead.

2 MR. IREK: Sure. Thank you.

3 You know, while I think he miss --  
4 misconstrues GE Capital Mortgage Services, that  
5 actually was a case where a plaintiff wanted to contest  
6 the decision of the trustees, their discretionary  
7 decision according to the -- to the rule. And in -- in  
8 that case, the Court said, no, you can't do that  
9 because they had the discretion. And that's -- but  
10 that's not this case. And it was a -- an eligible  
11 claim. They said if they have an eligible claim, the  
12 trustees have certain rights and they're under that  
13 rule which is one dash -- I'll tell you what it is in a  
14 second.

15 It's the rules of court which state what the  
16 trustees can do for all eligible claims, they have  
17 discretion. But they don't say they have unfettered  
18 discretion over any claim to do anything. It has to be  
19 under that rule and that rule is promulgated by the  
20 Supreme Court, according to their authority, which I  
21 totally agree with, from the constitution. But it's  
22 very limited, they only have certain things and they  
23 can't go above them. So they made the rule and then  
24 the trustees follow the rule.

25 But my contention is, no, I have no problem

1 with -- with their discretion pursuant to that rule.  
2 I'm just saying that the claim that they made the  
3 decision on was not a proper claim because it says very  
4 basically in the first sentence that it has to be an  
5 attorney acting as an attorney or fiduciary in New  
6 Jersey. And so they didn't have the subject matter  
7 authority to start with.

8 Now whatever they did afterwards, they had  
9 the authority, but they couldn't do it to that person,  
10 the plaintiff, because it didn't meet that first  
11 requirement. And that's Rule 1:28-1, I believe.

12 Okay. Number two, so I don't disagree with  
13 the discretion and I agree that probably the Supreme  
14 Court would be the place to -- to argue that argument  
15 because they're the ones that made the rule. That's  
16 not my argument at all. I agree with that. I'm just  
17 saying that they didn't follow the rule that the  
18 Supreme Court promulgated in that it is not a proper  
19 claim and because none of the facts that the New Jersey  
20 Lawyers' Fund accumulated and the facts before that,  
21 that the -- that the Ethics Committee and following  
22 found had no evidence whatsoever that the plaintiff was  
23 acting as an attorney or a fiduciary.

24 Now here's the problem, they call fiduciary  
25 in the -- in the Webster definition, which is kind of a

1 general trust situation. But, no, it's very specific.  
2 Fiduciary is explained that -- the term is explained  
3 from the American Bar Association in their model code,  
4 which is followed by most all 50 states when it comes  
5 to the Lawyers' Fund.

6 And in -- in New Jersey the same thing,  
7 because it's the same exact words. It says attorney or  
8 fiduciary. Fiduciary is someone who is acting with a  
9 trust. And there's the explanation I have in my -- in  
10 my brief, which says why they put that in because  
11 sometimes in -- in many instances, an attorney does act  
12 as a fiduciary so it's not the exact idea of an  
13 attorney with a client, et cetera, that the rules are  
14 aimed at. It's a little different. But they want to  
15 explain, yes, that also applies.

16 But in this case there's no fiduciary there.  
17 There's no executive. There's no trust. There's no  
18 estate. So that's out. And so we get back to acting  
19 as an attorney. Well, an attorney is a -- a -- an  
20 agency -- actually, it's an agency relationship. And  
21 it can't be created by a third party. It has to be  
22 created by the parties. An attorney can't be an  
23 attorney unless the client wants him to be an attorney  
24 and the -- and he wants to act for the client.

25 In this case, that was never any relationship

1 like that. The claimant in this case had their own  
2 attorney, a New Jersey licensed attorney of -- who did  
3 the real estate and everybody agrees because the record  
4 says it. The New Jersey Lawyers' Fund knew that when  
5 they took the claim from the claimant. The claim form  
6 says we had an attorney and it names the attorney. And  
7 then it says, what was Mr. Irek. And in my brief it  
8 states exactly, and all the proof is there. All the  
9 proof of all the facts that I could accumulate from the  
10 New Jersey Lawyers' Fund and other entities in the  
11 Supreme Court which they are in the verified complaint  
12 state that he was not their attorney.

13 But what she does -- the claimant is the only  
14 one who does this, she writes in handwritten that he  
15 was an escrow agent. So now I'm an escrow agent, and  
16 that's supposed to cover it. Under fiduciary it says  
17 escrow agent. So, I guess, that's supposed to mean the  
18 same thing. And that's the reason they thought they  
19 had jurisdiction.

20 The same thing with the proceeding  
21 beforehand, they call the word fiduciary relationship.  
22 They use a Webster definition to try to explain a very  
23 specific legal definition that covers attorneys. That  
24 -- that definition in Webster does not.

25 My other rebuttal would be that there are six

1 claims, there are six counts in -- in this action. And  
2 only four of them are tort claims. The other two go to  
3 the very, very heart of the matter. And it's a subject  
4 matter jurisdiction. Number one, did the Ethics  
5 Committee have subject matter jurisdiction and did the  
6 New Jersey -- because they're separate issues. First  
7 of all, you have the -- the ethics, the procedure. And  
8 then after that, because of that, then the New Jersey  
9 Lawyers' Fund supposedly had the authority to pay a  
10 claim and then they had their own proof and evidence  
11 from the claimant, which would have been the claim form  
12 and the aff -- sworn affidavits, and then their --  
13 their payment and their subsequent -- what do you --  
14 subrogation agreement.

15 So there's two parts to it, but they're all  
16 based on the same facts and they're all based on the  
17 same premise that you have to have jurisdiction.

18 Now in the case of the New Jersey Lawyers'  
19 Fund, their jurisdiction is the same. You had to be  
20 acting as an attorney or a fiduciary. And if you can't  
21 get over that threshold, and all the cases in -- that  
22 I've ever seen and probably in the United States say  
23 that subject matter jurisdiction cannot be waived. In  
24 fact, the defendant has an excellent argument in his  
25 brief and he agrees. He agreed for a different part of

1 the complaint, but he agrees that you have to have  
2 subject matter jurisdiction. It's not waivable. It  
3 can be brought up at any time in any place and it goes  
4 back to the initial finding and that makes the initial  
5 finding void ab initio. And that is my complete  
6 premise, that it's void ab initio.

7 Now he says I can't bring up matters that the  
8 Supreme Court has. Well, in this court, this Court  
9 definitely has jurisdiction because the -- this -- this  
10 case started in this court. It started in Mercer  
11 County court and it was started by the New Jersey  
12 Lawyers' Fund when they received a default judgment.  
13 And I want it to end here, too, because this would be  
14 the appropriate place to do it. If they could enter it  
15 back in 1992 or '6, whatever, and they had jurisdiction  
16 to enter it then, all I'm doing is saying that judgment  
17 which the court had jurisdiction -- thought they had  
18 jurisdiction over then, is void.

19 And that's why I'm in that court. You don't  
20 go to the Supreme Court for that. The New Jersey  
21 Lawyers' Fund doesn't go to the Supreme Court on the  
22 cases when they want to collect money from a title  
23 company or a bank, et cetera, to pay their subrogation.  
24 They come to Superior Court because that is the court -  
25 - it's a trial court. The Supreme Court is not a trial

1 court.

2 Now it does promulgate the rules for  
3 attorneys and for courts, but -- but this is not that  
4 issue. We're not talking about that. We're just  
5 talking about enforcing those rules and laws. And  
6 where's that done? It's done in this court. It was  
7 done all those years ago and that's why I'm here now.

8 I don't know of any other argument except the  
9 statute of limitations. He's saying that it goes under  
10 Title 59. And I'm saying that there could be times  
11 when it's not under Title 59. Those torts could be  
12 under a different section and the protection of 59  
13 might be there, it might not.

14 There's also, he brings up complete immunity.  
15 Not qualified immunity, but total immunity. But the  
16 total immunity says you have to be acting -- according  
17 to the rule, it says you have to be acting within your  
18 official duties. Now there's a couple of questions  
19 that definitely need to be brought up. Is it -- is it  
20 an official duty to -- to send -- to a foreign -- to a  
21 -- to a sister state, not using any procedure, a  
22 request to invalidate a -- a license or to arrest a  
23 client -- arrest a -- a defendant? Is it within their  
24 official duties to do that? And if not, then there  
25 might be an argument that they don't have complete

1 immunity over everything because this was acting  
2 outside their official duties.

3 So the question would be do official duties  
4 include sending bench warrants fraudulently obtained  
5 through misrepresentation of material facts in the  
6 Superior Court of Mercer County in obtaining a default  
7 judgment and does the letter dated October 30th signed  
8 by Daniel Hurd as been no activity on this account and  
9 still -- still owes \$2,500. That's basically my -- my  
10 rebuttal.

11 And then I -- I'll say affirmatively that --  
12 that the reason we need to get a -- a temporary  
13 injunction, which will really not hurt the defendant in  
14 any way to put this off until we have a full hearing,  
15 their answer is due in a few days. I believe it's the  
16 23rd or 24th. And in that respect, we can read the --  
17 the plaintiff can read the answer and we can see if  
18 there's any defenses that they brought up that are  
19 valid or -- or what the rebuttal to those defenses  
20 would be.

21 My contention is that my verified complaint  
22 on its face shows valid causes of action. It shows a  
23 lack of subject matter jurisdiction. And it should go  
24 at least forward until trial so we could bring these  
25 out. Those are important things. These -- these

1 issues of -- of an attorney acting on his private  
2 affairs affects probably every attorney in New Jersey.  
3 And on its face, my complaint shows that we should go  
4 forward.

5 To rush it, to write briefs within two days,  
6 and to have a -- finished before we -- we bring out  
7 these facts, I think it's not going to end it. We're  
8 going to have to end in a -- another way. And this  
9 would be the best way to do it, go into court, have our  
10 hearings on the merits.

11 See the -- my -- my problem is that there's  
12 no real question of facts in this case. They're pretty  
13 straightforward. I have a 318-page verified complaint.  
14 And in it I have all the information which was obtained  
15 from the defendants with no input whatsoever from the  
16 plaintiffs. So those are defendant's documents. And -  
17 - and they should own them. So that's what we need to  
18 base it on.

19 So it's not a factual contention. It's a  
20 legal contention. Take those facts and have somebody,  
21 a -- a -- a third party, somebody who is experienced in  
22 taking New Jersey law and applying it to undisputed  
23 facts and coming up with an answer. That's never  
24 really been done and that's why we're here today  
25 because I think that that needs to be done to finally

1 finalize what the law in New Jersey is and what the  
2 facts are.

3 Now the facts are the facts and I don't  
4 contend any of them. I defaulted on every single thing  
5 -- every procedure that happened. And the reason I  
6 defaulted, because I knew, being an attorney from the  
7 beginning, that they had no subject matter  
8 jurisdiction. Nobody had jurisdiction over that  
9 conduct at all. So I knew that they didn't have it.  
10 So it wasn't like 25 years later I said, oh, well, hm,  
11 huh, let me go ahead and do this.

12 No, I knew from the beginning so that's why I  
13 never answered any of it. Because I figured because  
14 the law was the law and I knew the facts and I agreed  
15 with the facts. They were fine. Nobody really  
16 fraudulently did anything with the facts. I'm pretty  
17 sure that they were -- they were very, very close to  
18 what really happened. They're on the record. So  
19 somebody, you know, a judge or somebody in the -- the  
20 attorney review board should have seen that and said,  
21 hey, this doesn't apply because the law doesn't apply  
22 to these facts.

23 So that's my complete contention.

24 Thank you, Your Honor.

25 THE COURT: Thank you.

1 MS. COCHRAN: If I may, Your Honor?

2 THE COURT: Yes. Please.

3 MS. COCHRAN:

4 Anything else, Mr. Moran?

5 MS. COCHRAN: My name is Ruby Cochran. I'm  
6 deputy counsel for the Fund.

7 I have in front of me a copy of the decision  
8 and recommendation of the Disciplinary Review Board,  
9 which was decided on December 28th, 1992. And if I may  
10 read the conclusion. It says, "Upon the de novo review  
11 of the record, the Board is satisfied that the DEC's  
12 conclusion that respondent acted unethically is fully  
13 supported by clear and convincing evidence, respondent  
14 absconded with grievant's deposit monies, which  
15 grievants," being the Szatmarys, who were the subject  
16 of the 5,000-dollar judgment the Fund obtained after we  
17 paid their claim.

18 "Respondent ab -- ab -- absconded with  
19 grievants' deposit monies, which grievants had  
20 entrusted to him for safekeeping until closing of title  
21 not because respondent was the president of Kirex, but  
22 because he was an attorney. He was also acting as an  
23 attorney in the transaction as Kirex's counsel. The  
24 disbarment is, therefore, the only appropriate sanction  
25 for his knowing misuse of escrow funds. A six-member

1 majority of the Board so recommends." And this was  
2 signed by Raymond Trombadore, who was the chair of the  
3 Disciplinary Review Board in this -- on December 28th  
4 of 1992.

5 This was the finding of the Disciplinary  
6 Review Board that was the basis for Mr. Irek's  
7 suspension from the practice of law. It was  
8 specifically this claim that resulted in his inability  
9 to practice.

10 So I wanted to bring that to the Court's  
11 attention.

12 I also wanted to point out that Mr. Irek is,  
13 apparently, let's say confused about the comprehensive  
14 enforcement program. The comprehensive enforcement  
15 program does not allow for bench warrants to be issued  
16 or driving privileges to be suspended for nonpayment.  
17 There's no debtor's prison in New Jersey.

18 What we have, however, are multiple  
19 situations where Mr. Irek refused to appear at hearings  
20 before hearing officers, or he could have appeared  
21 before a judge had he chosen to do so. And as a result  
22 of what appeared to be contempt of court, this  
23 comprehensive enforcement program does allow for the  
24 bench warrants to be issued and the driving privileges  
25 to be suspended.

1           Those were approved. Those orders were  
2 approved and signed off on by the judge that was  
3 overseeing the comprehensive enforcement program in  
4 Mercer County for the Client Protection Fund. That was  
5 not for nonpayment. It was for not appearing.

6           I also wanted to point out that the bench  
7 warrants have a life of two years. They have all  
8 expired. So his request to have injunctive relief  
9 against an expired bench warrant is a moot issue, at  
10 best. And the suspension for the driving privileges,  
11 again, there's a national database that these are  
12 supposed to be entered into and we have found that if  
13 we send the -- the notification directly to the state,  
14 they're more inclined to be aware of the driving  
15 privilege suspension, as opposed to merely relying on  
16 them to check the database. We have no control over  
17 what the other state will do with that information.  
18 Some states will completely disregard it and that may  
19 very well be the case with Mr. Zsatmary (sic) if he has  
20 in fact been driving with a California license since  
21 his driving privileges were initially suspended, I  
22 believe that was in 2004.

23           In the intervening 16 years, I'm not sure how  
24 he's been transporting himself around the State of  
25 California.

1           As far as his -- his statement that the Fund  
2 is continuing to pursue him, we haven't sent any  
3 correspondence to him since I believe it was 2016,  
4 other than in response to his multiple requests for  
5 records. Our -- our last -- our last correspondence  
6 with him in 2019, we had responded to an Open Public  
7 Records Request Act to the tune of 244 pages. I mean,  
8 practically everything in the file that -- anything  
9 that was discoverable that had originated with the Fund  
10 was sent to him. So, but -- but we have not pursued  
11 him for payment in -- in a few years.

12           THE COURT: Okay.

13           MR. IREK: Can I respond to that, Your Honor?

14           THE COURT: Just briefly because my next  
15 argument is in a few minutes. So very briefly.

16           MR. IREK: Sure. Very quickly. That's the  
17 whole contention, is that the -- that the -- that the --  
18 -- first of all, to clarify it, I have a letter here  
19 October 30th, 2020 and it's from the -- it's from Mr.  
20 Hendi, from the -- director of the Fund. And it says,  
21 the first paragraph, I -- this is in reference to a --  
22 another claim for records. It says here, "Your letter"  
23 request some -- some documents. It said at -- "As  
24 there has been no activity in this account since May  
25 2017, the balance in the account as of today remains

1 \$2,500." It doesn't say there's no balance. It  
2 doesn't say we're not in collection. They still have a  
3 balance there. They still claim that I owe them \$2,500  
4 and -- and they have a default judgment.

5 So this can continue. It's not ended because  
6 they haven't done anything. And the only reason they  
7 haven't done anything is because when she -- in 2017  
8 that's when I started finding out the records. And I  
9 did contact Miss Cochran directly and asked her for the  
10 documents and they started finding them from their --  
11 from their archives. So that's the reason, probably,  
12 they never continued.

13 The State of California doesn't know, if you  
14 look at that bench warrant, it doesn't say this expires  
15 in two years. The State of California has these bench  
16 warrants and they don't know New Jersey law, so they're  
17 still valid in New Jersey -- excuse me, in California,  
18 and nobody has ever cancelled them and give me notice  
19 of that. So I could be driving down the street going  
20 to church or going to the hospital and I can get  
21 arrested because there's a bench warrant outstanding.  
22 It doesn't say anywhere on there that it's two years.

23 And, plus, how do you get to California --  
24 how do you ask California to -- to not renew my license  
25 or suspend it? There's no compact -- she was talking

1 about the Interstate Compact, but that's for driver  
2 violations. It has nothing to do with this. And they  
3 didn't use it anyhow, they just informally sent a  
4 letter. So that's not part of their official duties.

5 Let's see. Basically, that's what I have.

6 And the -- the other reason is this, the  
7 first thing, she -- she's quoting Raymond Trom --  
8 Trombadore's conclusion. Well, that's exactly why I'm  
9 here, because that conclusion -- first of all, that's a  
10 different proceeding, so that just goes to the heart of  
11 the permanent disbarment. What -- what -- what her  
12 claim was is totally separate. Paying the claim and  
13 that -- they can't -- they're using that evidence,  
14 which isn't proven by any of the -- of the documents.

15 THE COURT: Okay. Very good.

16 Well, thank you. Thank you. Like I said,  
17 I've read all the papers. I appreciate the argument  
18 and -- and the decision will be issued in the next few  
19 days.

20 So have a good holiday. Thank you.

21 MR. COCHRAN: Thank you, Your Honor.

22 MR. IREK: Thank you, Your Honor.

23 MR. MORAN: Thank you, Your Honor.

24 (Proceedings concluded at 10:03 a.m.)  
25

CERTIFICATION

I, Lisa Mullen, the assigned transcriber, do hereby certify the foregoing transcript of proceedings on CourtSmart, Index No. from 9:29 a.m. to 10:03 a.m., is prepared to the best of my ability and in full compliance with the current Transcript Format for Judicial Proceedings and is a true and accurate compressed transcript of the proceedings, as recorded.

/s/ Lisa Mullen

Lisa Mullen

AD/T 413

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Date