

PLAINTIFF'S BRIEF APPENDIX
Volume I

Kenneth Frank Irek, *Plaintiff*

v.

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

and

The Supreme Court of New Jersey, *Defendant*

Appeal Docket No. A-001384-20

Filed June 21, 2021

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.

A P P E N D I X V O L U M E O N E
(Includes Appendix Pages Pa1 through Pa161)

KENNETH FRANK IREK,

Plaintiff-Appellant

v.

NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION,

Defendant-Respondent
and

THE SUPREME COURT OF NEW JERSEY,
Defendant-Respondent.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION

DOCKET NO. A-001384-20

CIVIL ACTION

On Appeal from a Final Order
of the Superior Court of New
Jersey, Law Division, Mercer
County, Dismissing the Verified
Complaint

Docket No. MER -L-2020-20

Sat Below:
Hon. Douglas H. Hurd, P.J. Cv.

APPENDIX VOLUME ONE of THREE VOLUMES
ON BEHALF OF
PLAINTIFF-APPELLANT KENNETH FRANK IREK

KENNETH FRANK IREK,
PLAINTIFF-APPELLANT, Pro Se
8330 HASKELL AVENUE, APT 226
NORTH HILLS, CA 91343
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#

SUMMONS

Attorney(s) Kenneth Frank Irek

Office Address 8330 Haskell Ave, Unit 226

Town, State, Zip Code North Hills
CA 91343

Telephone Number 747-260-8998

Attorney(s) for Plaintiff Pro Se

Kenneth Frank Irek

Plaintiff(s)

vs.

New Jersey Lawyers' Fund for Client

Protection

Defendant(s)

**Superior Court of
New Jersey**

Mercer County

Law Division

Docket No: MER-

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

Michelle M. Smith
Clerk of the Superior Court

DATED: 11/11/2020

Name of Defendant to Be Served: New Jersey Lawyers' Fund for Client Protection

Address of Defendant to Be Served: 25 W. Market St, 5th Fl, North Wing, Trenton, NJ 08625

SUMMONS

Attorney(s) Kenneth Frank Irek

Office Address 8330 Haskell Ave, Unit 226

Town, State, Zip Code North Hills
CA 91343

Telephone Number 747-260-8998

Attorney(s) for Plaintiff Pro Se

Kenneth Frank Irek

Plaintiff(s)

vs.

New Jersey Supreme Court

Defendant(s)

**Superior Court of
New Jersey**

Mercer County

Law Division

Docket No: MER-

**CIVIL ACTION
SUMMONS**

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Michelle M. Smith
Clerk of the Superior Court

DATED: 11/11/2020

Name of Defendant to Be Served: New Jersey Supreme Court

Address of Defendant to Be Served: Supreme Court Clerk's Office, 25 W. Market St, Trenton, NJ 08611

	<h2 style="margin: 0;">Civil Case Information Statement</h2> <h3 style="margin: 0;">(CIS)</h3> <p style="margin: 5px 0 0 0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</p>		For Use by Clerk's Office Only Payment type: <input type="checkbox"/> ck <input type="checkbox"/> cg <input type="checkbox"/> ca Chg/Ck Number: Amount: Overpayment: Batch Number:
	Attorney/Pro Se Name Kenneth Frank Irek	Telephone Number (747) 260-8998	County of Venue Mercer
	Firm Name (if applicable) Pro Se	Docket Number (when available)	
	Office Address 8330 Haskell Avenue Unit 226 North Hills, CA 91343	Document Type Complaint, Civil Action	
			Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Party (e.g., John Doe, Plaintiff) Kenneth Frank Irek, Plaintiff		Caption Kenneth Frank Irek, Plaintiff v. New Jersey Lawyers' Fund For Client Protection and The Supreme Court of New Jersey, Defendants	
Case Type Number (See reverse side for listing) 999	Are sexual abuse claims alleged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a professional malpractice case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you have checked "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.	
Related Cases Pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If "Yes," list docket numbers N/A		
Do you anticipate adding any parties (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of defendant's primary insurance company (if known) <input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown		
The Information Provided on This Form Cannot be Introduced into Evidence.			
Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation			
Do parties have a current, past or recurrent relationship? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If "Yes," is that relationship: <input type="checkbox"/> Employer/Employee <input type="checkbox"/> Friend/Neighbor <input checked="" type="checkbox"/> Other (explain) <input type="checkbox"/> Familial <input type="checkbox"/> Business Sued by NJLFCP as subrogee for reimbursement of paid claim			
Does the statute governing this case provide for payment of fees by the losing party? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition This case arises from a Civil Action Complaint captioned "New Jersey Lawyers' Fund for Client Protection v. Kenneth Irek, Docket No. MER-L-005664-94, filed in Mercer County Superior Court on December 29, 1994. One count of this instant Complaint states that a 1993 Order of the New Jersey Supreme Court gave the Defendants jurisdiction to pay a claim against Plaintiff. Proof is included in this instant case that the NJ Supreme Court did not have Subject Matter Jurisdiction (and can be challenged at any time) to issue that Order, thus making it Void ab initio, and causing all judgments and actions in favor of Defendants, based upon that Order, also Void ab initio and of no validity whatsoever.			
<input checked="" type="checkbox"/> Do you or your client need any disability accommodations? If yes, please identify the requested accommodation: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A			
<input type="checkbox"/> Will an interpreter be needed? If yes, for what language? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).			
Attorney Signature: <i>Kenneth Frank Irek, PRO SE</i>			

Side 2



Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days discovery

151 Name Change	506 PIP Coverage
175 Forfeiture	510 UM or UIM Claim (coverage issues only)
302 Tenancy	511 Action on Negotiable Instrument
399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)	512 Lemon Law
502 Book Account (debt collection matters only)	801 Summary Action
505 Other Insurance Claim (including declaratory judgment actions)	802 Open Public Records Act (summary action)
	999 Other (briefly describe nature of action)
	Fraud in obtaining Default Judgment for Subrogation by falsely claiming Subject Matter Jurisdiction.

Track II - 300 days discovery

305 Construction	603Y Auto Negligence – Personal Injury (verbal threshold)
509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD))	605 Personal Injury
599 Contract/Commercial Transaction	610 Auto Negligence – Property Damage
603N Auto Negligence – Personal Injury (non-verbal threshold)	621 UM or UIM Claim (includes bodily injury)
	699 Tort – Other

Track III - 450 days discovery

005 Civil Rights	608 Toxic Tort
301 Condemnation	609 Defamation
602 Assault and Battery	616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases
604 Medical Malpractice	617 Inverse Condemnation
606 Product Liability	618 Law Against Discrimination (LAD) Cases
607 Professional Malpractice	

Track IV - Active Case Management by Individual Judge / 450 days discovery

156 Environmental/Environmental Coverage Litigation	514 Insurance Fraud
303 Mt. Laurel	620 False Claims Act
508 Complex Commercial	701 Actions in Lieu of Prerogative Writs
513 Complex Construction	

Multicounty Litigation (Track IV)

271 Accutane/Isotretinoin	601 Asbestos
274 Risperdal/Seroquel/Zyprexa	623 Propecia
281 Bristol-Myers Squibb Environmental	624 Stryker LFIT CoCr V40 Femoral Heads
282 Fosamax	625 Firefighter Hearing Loss Litigation
285 Stryker Trident Hip Implants	626 Abilify
286 Levaquin	627 Physiomesh Flexible Composite Mesh
289 Reglan	628 Taxotere/Docetaxel
291 Pelvic Mesh/Gynecare	629 Zostavax
292 Pelvic Mesh/Bard	630 Proceed Mesh/Patch
293 DePuy ASR Hip Implant Litigation	631 Proton-Pump Inhibitors
295 AlloDerm Regenerative Tissue Matrix	632 HealthPlus Surgery Center
296 Stryker Rejuvenate/ABG II Modular Hip Stem Components	633 Prolene Hernia System Mesh
297 Mirena Contraceptive Device	
299 Olmesartan Medoxomil Medications/Benicar	
300 Talc-Based Body Powders	

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59 Consumer Fraud

MERCER COUNTY COURTHOUSE
CIVIL CASE MANAGMENT OFFICE
175 SOUTH BROAD ST P O BOX 8068
TRENTON NJ 08650-0068

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 571-4200
COURT HOURS 8:30 AM - 4:30 PM

DATE: NOVEMBER 10, 2020
RE: IREK KENNETH VS NJ LAWYERS' FUND FOR CLIENT PR
DOCKET: MER L -002022 20

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON DOUGLAS H. HURD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 050
AT: (609) 571-4200 EXT 74432.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

KENNETH F. IREK
8330 HASKELL AVENUE
UNIT 226
NORTH HILLS CA 91343

JUWWIL3

Kenneth Frank Irek, Pro Se
8330 Haskell Ave, Unit 226
North Hills, CA 91343
Telephone No. 747-260-8998
Fax No. 818-533-6237
E-Mail: info@njdisbarred.com

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-

CIVIL ACTION

VERIFIED COMPLAINT

COMPLAINT

1. Plaintiff, KENNETH FRANK IREK, an individual residing at 8330 Haskell Ave, Unit 226, City of North Hills, County of Los Angeles, State of California, complaining against the Defendants states as follows:

PARTIES

2. The Plaintiff is an individual, Kenneth Frank Irek, who is currently residing at 8330 Haskell Avenue, Unit 226, North Hills, County of Los Angeles, State of California, 91434.

3. The Defendant, New Jersey Lawyers' Fund for Client Protection, is an entity of the Supreme Court of New Jersey that exists under the authority of Rule 1:28 of the Rules Governing the Courts of the State of New Jersey. (SEE Attachment "2"). It has a business address of: Richard J. Hughes Justice Complex, 25 W. Market St., 5th Floor, North Wing, Trenton, County of Mercer, State of New Jersey, 08625.

4. The Defendant, the Supreme Court of New Jersey, is the state's highest appellate court and also serves as the administrative head for the court system, with jurisdiction over the admission to the practice of law and the discipline of persons admitted. It has a business address of: Richard J. Hughes Justice Complex, Supreme Court Clerk's Office, 25 W. Market St., Trenton, NJ 08611.

5. All of the acts and/or failures to act alleged herein were duly performed by and/or are attributable to Defendants.

JURISDICTION AND VENUE

1 6. This court, the Superior Court of New Jersey, Law Division, Mercer County, has subject matter
2 jurisdiction pursuant to N.J. Court Rule 4:3-1(a)(5).

3 7. This court has personal jurisdiction over the defendant, New Jersey Lawyers' Fund for Client
4 Protection, which is an entity of the Supreme Court of New Jersey, because its principal place of business
5 is in Trenton, New Jersey.

6 8. This court has personal jurisdiction over the defendant, the Supreme Court of New Jersey,
7 because its principal place of business is in Trenton, New Jersey.

8 9. Venue is proper pursuant to N.J. Court Rule 4:3-2(a)(2) because the events giving rise to the
9 allegations in this complaint originated in Mercer County, New Jersey, and Defendants' main business
10 addresses are in Mercer County, and the original Judgment that this Complaint is the subject of, was
11 entered in Mercer County, New Jersey.

SUMMARY OF COMPLAINT

12 10. This is an action brought by Plaintiff to declare, *void ab initio*, a fraudulently obtained Default
13 Judgment entered by this Court on March 22, 1995, Docket No. MER L 005664-94; Judgment No. J
14 082161-95; and entered as a Lien on 3-31-1995.

15 11. On or about May, 1990, Plaintiff advertised in a local newspaper the sale of a vacant construction
16 lot in Jackson, New Jersey.

17 12. The vacant construction lot was owned by Kirex Development Company, Inc., a New Jersey
18 corporation, incorporated on April 30, 1986.

19 13. The Plaintiff, Kenneth Frank Irek, was the sole shareholder, president, secretary, treasurer and
20 director of Kirex Development Company, Inc., a New Jersey corporation.

21 14. Zontan Szatmary and his wife, Cathleen Szatmary, were interested in purchasing the vacant
22 construction lot and contacted the telephone number in the newspaper ad and spoke to Fran Donahue, a
23 licensed New Jersey real estate salesperson, who was representing the Plaintiff in the sale of that lot.

24 15. Zontan and Cathleen Szatmary decided to purchase the lot and retained a licensed New Jersey
25 attorney, Dennis D. Poane (at that time a member of the law firm Steinberg, Steele and Poane; then with
26 Ed Donini and Mike Donini), to represent them in the purchase of the lot.

27 16. A "Contract for Sale of Real Estate" was prepared by Plaintiff and Fran Donahue sent it to the
28 Szatmary's attorney, Dennis D. Poane.

17. Dennis D. Poane, negotiated various changes to the Contract with Fran Donahue.

18. The Contract, with the changes, was signed by Zontan Szatmary and Cathleen Szatmary on 5/29/
90, and by Kirex Development Co, Inc., by Kenneth Irek, President, Attest: Kenneth Irek Secretary, on
6/6/90.

19. Cathleen Szatmary gave a \$5,000 check payable to "Kirex Dev. Co", dated May 29, 1990, to Plaintiff as the initial deposit of the purchase price of \$35,000.

20. Plaintiff acting in his official capacity as the President of Kirex Development Company, Inc., endorsed the check as "Kirex Development Co".

21. Dennis D. Poane proceeded to prepare for closing with a series of correspondences back and forth with Fran Donahue, at the end of June and early July, 1990.

22. The liens and judgments against the lot that Dennis D. Poane knew of, were less than the \$35,000 purchase price of the lot.

23. On or about August, 1990, Plaintiff became unavailable and the closing never took place.

24. On April 12, 1991, Cathleen D. Szatmary and Zontan J Szatmary completed a New Jersey Lawyers' Fund for Client Protection "Statement of Claim", which was received by NJLFCP on April 16, 1991, which was sworn, signed and Notarized.

25. The Szatmary's claim stated that they lost Five Thousand dollars (\$5,000) from Kenneth Irek (Plaintiff), based on a Fiduciary Relationship (escrow agent), in the above-described real estate matter.

26. The Szatmary's claim states that Dennis Poane, c/o Donini and Donini Attorneys at Law, 1512 Highway 138, Wall Township, NJ 07719, was their attorney.

27. On November 26, 1993, the Trustees of the Client Protection Fund, "having considered the claim of Zontan Szatmary and Cathleen D. Szatmary, arising from the dishonest conduct of their attorney, Kenneth Irek", agreed that the Client Protection Fund will pay to Zontan and Cathleen D. Szatmary the sum of \$5,000.

28. On December 29, 1994, Michael T. McCormick, Deputy Counsel for the New Jersey Lawyers' Fund for Client Protection, filed a Complaint in the Superior Court of New Jersey, Law Division, Mercer County, Docket No. L-5664-94, demanding Kenneth Irek, (defendant) reimburse the NJLFCP for the Five Thousand Dollars (\$5,000), paid on his behalf to the Szatmarys, plus interests and costs of suit.

29. Paragraph 4 of the Complaint states: "4. In or about August 1990, while representing Zontan and Cathleen Szatmary, defendant embezzled, misapplied and converted to his own use the sum of \$5,000.00 received by him on behalf of Mr. and Mrs. Szatmary as funds to be held, in a fiduciary capacity, in escrow in connection with a real estate transaction."

30. On December 21, 1994, Michael T. McCormick signed a Certification at the end of the Complaint stating, in part, that "... I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment."

31. On March 22, 1995, Default Judgment (J 082161-95) was entered in favor of the (then) Plaintiff, New Jersey Lawyers' Fund for Client Protection, and against the (then) Defendant, Kenneth Irek, in the sum of Five Thousand (\$5,000.00) Dollars, plus interest and costs of suit.

1 32. For the next twenty-five (25) years, and still continuing, the Defendant NJLFCP attempted to
2 recover the \$5,000 from Plaintiff under an Assignment Agreement they entered with Zontan and Cathleen
3 Szatmary.

4 33. At least on or about April 24, 2000, the NJLFCP began efforts to enforce the Judgment through
5 the NJ Comprehensive Enforcement Program.

6 34. Between 2000 and 2017, at least 11 different Summons to Appear for Enforcement Hearing at the
7 Mercer County Civil Courthouse, Trenton, NJ, were issued, for the Comprehensive Enforcement
8 Program, by the Superior Court, to Plaintiff, Kenneth F. Irek, who was no longer living in New Jersey.

9 35. Between 1995 and 2017, at least 15 different Information Subpoenas were issued to Plaintiff,
10 Kenneth F. Irek, with the warning that if not answered within 14 days, the NJLFCP may ask the Superior
11 Court to determine if Plaintiff should be held in contempt.

12 36. Between 2000 and 2020, at least 2 Bench Warrants were issued, on or about November 5, 2004
13 and March 23, 2015.

14 37. The March 23, 2015 NJ Bench Warrant was issued for the arrest of Kenneth F. Irek, to the
15 Sherriff of Los Angeles County, California, and forwarded to them by Ruby D. Cochran, Deputy Counsel
16 to the Defendant, NJLFCP.

17 38. Between 2000 and 2020, Defendant utilized other methods to compel Plaintiff to reimburse them
18 for the \$5,000 claim paid to the Szatmarys.

19 39. For example, on October 6, 2006, Ruby D. Cochran, Deputy Counsel to the NJLFCP, sent a
20 Comprehensive Enforcement Program Order suspending the Plaintiff's NJ driving license, to the
21 California Department of Motor Vehicles in Sacramento, California, requesting them to 'suspend or
22 refuse to renew the driving license of Mr. Irek' based upon that Order.

23 40. Between at least 2004 and 2020, NJLFCP, through its employees, agents, directors, affiliates, and
24 legal counsel, Defendant, NJLFCP, published multiple defamatory statements stating the Plaintiff, acting
25 as a New Jersey attorney, engaged in "dishonest conduct".

26 41. For example, in a letter dated October 22, 2004, Joanne M. Dietrich, Deputy Counsel to the
27 NJLFCP, sent a letter to California Department of Motor Vehicles, Sacramento, California, requesting a
28 current address for Plaintiff, Kenneth Irek, stating: **"Please be advised that I serve as Deputy Counsel
to the New Jersey Lawyers' Fund for Client Protection ("Fund"). The Fund exists as a Committee
of the Supreme Court of New Jersey pursuant to R. 1:28-1 et seq. for the purpose of compensating
the clients of disciplined attorneys who misappropriated money from them. Kenneth Irek was such
an attorney. His conduct while acting as a New Jersey lawyer, has resulted in claims with the Fund
in the amount of \$5,000.00."**

42. In a letter dated October 30, 2020, from Daniel R. Hendi, Director and Counsel to the NJLFCP,
Defendant, responding to a Record Request from Plaintiff, Mr. Hendi states that **"On September 30, the**

1 **Fund received your fifth Records Request Form. Your cover letter requested the “total balance**
2 **purportedly owed by Kenneth F. Irek, up to and including October 31, 2020.” As there has been no**
3 **activity in this account since May 2017, the balance in the account as of today remains \$2,500.”,**
4 showing that the Defendants still consider the Default Judgment active and their collection activities
ongoing.

5 43. A majority of the actions of Defendant herein complained of, are a direct and proximate result of
6 the false statements contained in the Civil Action captioned: New Jersey Lawyers’ Fund for Client
7 Protection, v. Kenneth Irek, Docket No. MER-L-005664-94, filed December 29, 1994, and the subsequent
8 Default Judgment entered by this Court on March 22, 1995, Docket No. MER L 005664-94; Judgment
No. J 082161-95; and entered as a Lien on 3-31-1995.

9 44. The false statements made, under oath, by Michael T. McCormick in the above-described
10 Complaint, stated that Plaintiff was representing the Szatmarys, which, on its face seemed to confer the
11 NJLFCP with subject matter jurisdiction, pursuant to R. 1:28-3, for payment of claims against New Jersey
attorneys acting either as an attorney or fiduciary.

12 45. The Szatmarys sworn statements state that they were represented by Dennis Poane, a New Jersey
13 attorney.

14 46. NJLFCP lacked subject matter jurisdiction over Kenneth Irek because he did not represent the
Szatmarys as an attorney or as a fiduciary.

15 47. The false statements made, under oath, by Michael T. McCormick in the above-described
16 Complaint, stated that Plaintiff, while representing Zontan and Cathleen Szatmary, embezzled, misapplied
17 and converted to his own use the sum of \$5,000 received by him on behalf of Mr. and Mrs. Szatmary as
18 funds to be held, in a fiduciary capacity, in escrow in connection with a real estate transaction, which, on
19 its face seemed to confer the NJLFCP with subject matter jurisdiction, pursuant to R. 1:28-3, for payment
20 of claims against New Jersey attorneys resulting from their dishonest conduct.

21 48. There is no factual evidence in the record that there were “... funds to be held, in a fiduciary
capacity, in escrow ...”

22 49. NJLFCP lacked subject matter jurisdiction over Kenneth Irek because there is no factual evidence
23 in the record of any dishonest conduct.

24 50. The Mercer County Superior Court lacked subject matter jurisdiction over the original 1994 legal
proceeding, because the NJLFCP lacked subject matter jurisdiction to pay a claim against Kenneth Irek.

25 51. The Default Judgment entered March 22, 1995, has no legal effect because the court lacked
26 subject matter jurisdiction, and is a complete nullity. All orders and actions stemming from that Default
27 Judgment are void ab initio.

28 52. Other actions of Defendants herein complained of, are a direct and proximate result of

1 Defendant's Board of Trustees, paying claimants Zontan and Cathleen Szatmary the sum of \$5,000.00,
 2 based upon the false statements that the claim arose from the dishonest conduct of their attorney, Kenneth
 3 Irek.

4 53. This Complaint contains 6 Counts that each state a separate cause of action against Defendants.

5 54. This Complaint seeks both legal and equitable relief.

6 FACTUAL BACKGROUND

7 55. The origins of this case began more than 30 years ago. For purposes of this Complaint, the facts
 8 contained herein are wholly based upon certified written statements and sworn transcripts of oral
 9 testimony, letters, correspondence and board hearings of the District Ethics Committee, District IX; the
 10 Disciplinary Review Board; the New Jersey Lawyers' Fund for Client Protection; the Comprehensive
 11 Enforcement Program; the Office of Attorney Ethics; and the Mercer County Superior Court, all entities
 12 of the New Jersey Supreme Court. They were obtained by Plaintiff through Records Requests (SEE
 13 Attachment "1") filed pursuant to N.J. Rules of Court, Rule 1:28-9, *et seq.*, and/or Rule 1:38-1, *et seq.*,
 14 and sent directly to the Plaintiff. References to the NJ Constitution, NJ Statutes, NJ Rules and
 15 Regulations are from current officially published sources.

16 56. For clarity, the **Factual Background** is continued, in detail, as (Exhibit "A"), attached hereto,
 17 and shall be considered as part of this Complaint for all purposes.

18 CLAIMS FOR RELIEF

19 COUNT ONE

20 **Superior Court Lacked Subject Matter Jurisdiction to Issue a Default Judgment**

21 57. Subject matter jurisdiction is a question of law.

22 58. The New Jersey Supreme Court derives its authority over New Jersey attorneys from Article VI
 23 of the New Jersey State Constitution:

24 **"3. The Supreme Court shall make rules governing the administration of all courts in the State and,
 25 subject to the law, the practice and procedure in all such courts. The Supreme Court shall have
 26 jurisdiction over the admission to the practice of law and the discipline of persons admitted."**

27 59. The Lawyers' Fund for Client Protection ("Fund") is an entity of the New Jersey
 28 Supreme Court and derives its authority from Rule 1:28 of the Rules Governing the Courts of New Jersey
 (SEE Attachment "2"). The following Rule limits the Fund to consider only claims resulting from the
 dishonest conduct of a member of the bar of this state, and if the attorney was acting either as an attorney
 or fiduciary:

1 **“Rule 1:28-3. Payment of Claims (a) Eligible Claims. The Trustees may consider for payment all**
 2 **claims resulting from the dishonest conduct of a member of the bar of this state or an attorney (i)**
 3 **admitted pro hac vice, (ii) holding limited license as in-house counsel, (iii) registered as**
 4 **multijurisdictional practitioner, (iv) certified as a foreign legal consultant or (v) permitted to**
 5 **practice under Rule 1:21-3(c), if the attorney was acting either as an attorney or fiduciary, provided**
 6 **that: (1) Said conduct was engaged in while the attorney was a practicing member of the Bar of this**
 7 **State or admitted Pro Hac Vice in a matter pending in this State; (2) On or after January 1, 1969,**
 8 **the attorney has been suspended, disbarred or placed in disability inactive status, has resigned with**
 9 **prejudice or has pleaded guilty to, or been convicted of embezzlement or misappropriation of**
 10 **money or other property; or an ethics committee has certified a claim to the trustees as an**
 11 **appropriate matter for their consideration. Where an ethics committee does not act and an attorney**
 12 **cannot be located, is deceased or incapacitated, the trustees may consider timely application**
 13 **directly provided that the trustees find that the claim is an appropriate matter for their**
 14 **consideration; (3)...”**

15 60. The terms “acting either as an attorney or fiduciary”, have a precise legal definition. The ABA
 16 Model Rules for Lawyers’ Funds for Client Protection, under Rule 10, states (SEE Attachment “3”):
 17 **“A. The loss must be caused by the dishonest conduct of the lawyer and shall have arisen out of and**
 18 **by reason of a client-lawyer relationship or a fiduciary relationship between the lawyer and the**
 19 **claimant.”**

20 61. The Comment to this section further explains the wording:
 21 **“Comment [1] Set forth in Paragraph A is the basic criteria for compensability of losses. An eligible**
 22 **claim must include: (1) a demonstrable loss; (2) caused by the dishonest conduct of a lawyer; and**
 23 **(3) within or arising out of a client-lawyer or fiduciary relationship. [2] Fiduciary relationships are**
 24 **included because lawyers traditionally serve in that capacity as executors, conservators and**
 25 **guardians ad litem. Rejection of claims based upon technical distinctions between this sort of**
 26 **service and a client-lawyer relationship would not serve the purpose or mission of the Fund.”**

27 62. Every State and the District of Columbia have a type of Fund similar to New Jersey’s Fund, that
 28 only apply to lawyers acting either as lawyers or fiduciaries; for example:

Alabama – **“(b) The loss was caused by the dishonest conduct of a lawyer acting either as an**
attorney or as a fiduciary in the matter in which the loss arose; and”;

Alaska – **“(f) “Reimbursable losses” are only those losses of money, property or other things of**
value which meet all of the following tests: (1) The loss was caused by the dishonest conduct of a
lawyer when (i) acting as a lawyer, or (ii) acting in a fiduciary capacity customary to the practice of
law, such as administrator, executor, trustee of an express trust, guardian or conservator; or (iii)
acting as an escrow holder or other fiduciary, having been designated as such by a client in the

1 **matter in which the loss arose or having been so appointed or selected as a result of the client-**
 2 **attorney relationship.”**

3 **Arizona – “A. The loss must be caused by the dishonest conduct of the lawyer and shall have arisen**
 4 **out of and by reason of a client-lawyer relationship or a fiduciary relationship between the lawyer**
 5 **and the claimant that is customary and related to the practice of law.”**

6 **Arkansas – “A. The loss must be caused by the dishonest conduct of the lawyer and shall have**
 7 **arisen out of and by reason of a lawyer-client relationship or a fiduciary relationship between the**
 8 **lawyer and the claimant.”**

9 63. The sworn oral testimony of Cathleen Szatmary and the sworn written claims of Cathleen and
 10 Zontan Szatmary state that their attorney was Dennis Poane, and Plaintiff was not representing them as
 11 their attorney.

12 64. Subject matter jurisdiction is a question of law and whether it exists presents a purely legal issue.

13 65. The facts, as contained in the record of the original, underlying case, do not show a client-lawyer
 14 relationship or a fiduciary relationship between the Plaintiff and the claimant, the Szatmarys, that is
 15 customary and related to the practice of law.

16 66. The actions and conduct of the Plaintiff, acting as the President of his wholly-owned NJ
 17 corporation, are not subject to the jurisdiction of the New Jersey Rules of Professional Conduct or the NJ
 18 Lawyers’ Fund for Client Protection, or ultimately, to the Supreme Court of New Jersey.

19 67. As a direct and proximate cause of the false statements made by Defendant in the original
 20 complaint filed December 29, 1994, that Plaintiff was ‘... **representing Zontan and Cathleen Szatmary**
 21 **...’**, this Court believed Defendant had subject matter jurisdiction and adjudicated the matter resulting in a
 22 Default Judgment against Plaintiff (SEE Attachment “13”).

23 68. A judgment which is void ab initio is a complete nullity with no legal effect whatsoever, and may
 24 be impeached directly or collaterally by all persons, anywhere, at any time, or in any manner.

25 69. Because this Court actually lacked subject matter jurisdiction because the Defendant lacked
 26 subject matter jurisdiction, the ensuing Default Judgment must be vacated and declared null and void.

27 70. As a direct and proximate cause of the Default Judgment against Plaintiff, Plaintiff suffered
 28 damages.

WHEREFORE, Plaintiff demands judgment against the Defendants.

COUNT TWO

Superior Court Lacked Personal Jurisdiction to Issue a Default Judgment

71. Plaintiff restates all the preceding allegations of this Complaint as though fully pled here.

72. Personal jurisdiction is a question of fact.

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1 73. A Court must first have subject matter jurisdiction over a proceeding before it can adjudicate any
2 issue of that proceeding. The Superior Court in the underlying case lacked subject matter jurisdiction due
3 to false material statements in the Complaint, making any further actions, including determining if it had
4 personal jurisdiction, null and void.

5 74. As a direct and proximate cause of the false statements made by Defendant in the original
6 complaint filed December 29, 1994, this Court believed Defendant had personal jurisdiction and
7 adjudicated the matter resulting in a Default Judgment against Plaintiff.

8 75. Because this Court actually lacked personal jurisdiction because the Defendant lacked personal
9 jurisdiction, the ensuing Default Judgment was void ab initio and must be vacated and declared null and
10 void.

11 76. As a direct and proximate cause of the Default Judgment against Plaintiff, Plaintiff suffered
12 damages.

13 WHEREFORE, Plaintiff demands judgment against the Defendant, NJLFCP.

14 COUNT THREE

15 **Defendant, NJLFCP, Lacked Jurisdiction to Pay Claim Against Plaintiff**

16 77. Plaintiff restates all the preceding allegations of this Complaint as though fully pled here.

17 78. Defendant, NJLFCP, has the authority, pursuant to New Jersey Supreme Court Rule 1:28 of the
18 Rules Governing the Courts of the State of New Jersey, to reimbursement, to the extent and in the manner
19 provided by those rules, losses caused by the dishonest conduct of members of the bar of New Jersey.

20 79. Payment of eligible claims is contained in Rule 1:28-3, which states, inter alia, that the Trustees
21 may consider for payment all claims resulting from the dishonest conduct of a member of the New Jersey
22 bar, provided that: **‘... the attorney has been suspended, disbarred or placed in disability inactive
23 status, has resigned with prejudice or has pleaded guilty to, or been convicted of embezzlement or
24 misappropriation of money or other property.’**

25 80. In a letter dated May 14, 1993, (SEE Attachment “6”) from Defendant, NJLFCP to Plaintiff, Mr.
26 Kenneth Irek, Roger S. Steffens, Deputy Counsel of NJLFCP, Defendant, stated that, inter alia: **‘You
27 have previously received a copy of the referenced claim. At the time we forwarded it to you the
28 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.’**

81. The “discipline” that was an essential element to confer jurisdiction on the NJLFCP, was the
disbarment of Kenneth F. Irek.

82. On May 11, 1993, Robert N. Wilentz, Chief Justice of the Supreme Court of New Jersey, signed an Order (SEE Attachment "18"), stating, inter alia:

‘A. **The Disciplinary Review Board having filed a report with the Court (SEE Attachment "5"), recommending that Kenneth F. Irek 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;**

B. It is Ordered that Plaintiff, Kenneth F. Irek, be disbarred and that his name be stricken from the roll of attorneys of New Jersey, and permanently restrained and enjoined from practicing law.’

83. Chief Justice Wilentz’s Disbarment Order ostensibly conferred jurisdiction upon the defendant, NJLFCP, to consider a claim against Plaintiff.

84. On or about November 26, 1993, the Defendant, NJLFCP Board of Trustees, believing the Supreme Court disbarment of Plaintiff had conferred jurisdiction on them to consider claims against Plaintiff, ‘**having considered the claim of Zontan Szatmary and Cathleen D. Szatmary, arising from the dishonest conduct of their attorney, Kenneth Irek**’, agreed to pay them \$5,000 upon execution of a Release, Assignment and Subrogation Agreement (SEE Attachment "7").

85. Subsequently, Defendant began various activities to compel Plaintiff to reimburse the NJLFCP for the \$5,000 claim they had paid to the Szatmarys, pursuant to the above-described Subrogation Agreement.

86. Article VI of the NJ Constitution states, inter alia, “**The Supreme Court shall have jurisdiction over the admission to the practice of law and the discipline of persons admitted.**”

87. New Jersey RPC 1.15(b) and RPC 8.4(c) are rules of professional conduct promulgated by the New Jersey Supreme Court, pursuant to its authority over New Jersey attorneys derived from Article VI of the New Jersey State Constitution.

88. Justice Wilentz’s disbarment order was based on the recommendation of the New Jersey Disciplinary Review Board.

89. The Supreme Court’s responsibility in attorney disciplinary matters is to conduct an independent review of the record to determine whether the charges have been proved by clear and convincing evidence.

90. R. 1:20-16(c) states: “**De Novo Review. Supreme Court review shall be de novo on the record.**”

91. There were no findings of fact and conclusions of law evidencing a De Novo review by the Supreme Court.

92. The Decision and Recommendation of the Disciplinary Review Board, decided December 28, 1992, concluded:

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1 “Upon a de novo review of the record, the Board is satisfied that the DEC’s conclusion that
 2 respondent acted unethically is fully supported by clear and convincing evidence. Respondent
 3 absconded with grievant’s deposit monies, which grievants had entrusted to him for safekeeping
 4 until closing of title not because respondent was the president of Kirex, but because he was an
 5 attorney. Although it is respondent’s status as a member of the bar that required him to abide by
 6 the high standards expected of the profession, he was also acting as an attorney in the transaction,
 7 as Kirex’ counsel. Disbarment is, therefore, the only appropriate sanction for his knowing misuse
 8 of escrow funds. In re Hollendonner, 102 N.J. 21 (1985). A six-member majority of the Board so
 9 recommends. One member would have imposed a two-year suspension, believing that the record
 10 did not clearly and convincingly demonstrate that respondent was acting as an attorney. Two
 11 members did not participate. The Board further recommends that respondent be required to
 12 reimburse the Ethics Financial Committee for administrative costs.” [Signed by Raymond R.
 13 Trombadore, Chair, Disciplinary Review Board]

14 93. The facts, as contained in the record of District IX Ethics Committee Hearing, were reviewed and
 15 used in the Decision and Recommendation of the Disciplinary Review Board, and show, inter alia:

16 A. That Plaintiff was the sole owner and seller of the real property being purchased by the
 17 Szatmarys, in the real estate transaction that was the subject of the disciplinary proceedings;

18 B. That Plaintiff had no client-attorney relationship with the Szatmarys, did not hold himself
 19 out as an attorney, and was acting only as an individual and President of his solely owned New Jersey
 20 corporation;

21 C. That Plaintiff had no client-lawyer relationship or a fiduciary relationship between the
 22 Plaintiff and the claimant, the Szatmarys, that is customary and related to the practice of law;

23 D. That the \$5,000 deposit money paid to Plaintiff was made payable to Kirex Dev. Co., and
 24 endorsed in ink by ‘Kirex Development Co.’;

25 E. That Plaintiff was acting in his personal capacity as the president of his solely owned
 26 corporation, and, although he was a member of the New Jersey Bar, he was not acting as an attorney or
 27 fiduciary, and had the same rights as a non-attorney to conduct his personal affairs.

28 F. There were no “escrow” funds, as defined by New Jersey law, present in the real estate
 transaction.

94. These facts indicate that the Plaintiff was acting only as the President and Secretary of his solely-
 owned New Jersey corporation, and his conduct was not subject to the New Jersey Rules of Professional
 Conduct.

95. The New Jersey Supreme Court did not have jurisdiction over Plaintiff while acting as President
 and Secretary of his solely-owned New Jersey corporation.

1 96. A judgment which is void ab initio is a complete nullity with no legal effect whatsoever, and may
2 be impeached directly or collaterally by all persons, anywhere, at any time, or in any manner.

3 97. The May 11, 1993, Disbarment Order of Kenneth F. Irek, signed by Robert N. Wilentz, Chief
4 Justice of the Supreme Court of New Jersey, D-112 September Term 1992, is void ab initio for lack of
5 subject matter jurisdiction.

6 98. Defendant, NJLFCP, could consider for payment all claims resulting from the dishonest conduct
7 of a member of the New Jersey bar, provided that: **‘... the attorney has been suspended, disbarred or
8 placed in disability inactive status, has resigned with prejudice or has pleaded guilty to, or been
9 convicted of embezzlement or misappropriation of money or other property.’**

10 99. Defendant, NJLFCP, lacked the authority to pay a claim against Plaintiff because the NJ Supreme
11 Court Disbarment Order of Plaintiff, Kenneth F. Irek, was null and void.

12 100. As a direct and proximate cause of the unauthorized payment of a \$5,000 claim against Plaintiff,
13 Plaintiff suffered damages.

14 WHEREFORE, Plaintiff demands judgment against the Defendants.

15 COUNT FOUR

16 **Common-law Fraud**

17 101. Plaintiff restates all the preceding allegations of this Complaint as though fully pled here.

18 102. On December 29, 1994, Michael T. McCormick, Deputy Counsel to Defendant, NJLFCP, filed a
19 Civil Action Complaint against Kenneth Irek, Defendant in the Superior Court of New Jersey, Law
20 Division, Mercer County.

21 103. The Complaint stated, inter alia, **“In or about August 1990, while representing Zontan and
22 Cathleen Szatmary, defendant embezzled, misapplied and converted to his own use the sum of
23 \$5,000.00 received by him on behalf of Mr. and Mrs. Szatmary as funds to be held, in a fiduciary
24 capacity, in escrow in connection with a real estate transaction.”**

25 104. NJLFCP had taken sworn statements from Zontan and Cathleen Szatmary that they were
26 represented by their attorney, Michael Poane, Esq.

27 105. Michael T. McCormick knew Kenneth Irek, was not representing Zontan and Cathleen Szatmary
28 in that real estate transaction because Defendant, NJLFCP had access to the entire record of that matter.

106. Michael T. McCormick made material misrepresentations of existing facts, in his possession,
which he ought to have known were false.

107. Michael T. McCormick made material representations in the above-described Complaint with the
intention that the Mercer County Superior Court would rely on them and accept jurisdiction of the matter.

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108. The Mercer County Superior Court did rely on them and issued a Default Judgment against
1 Kenneth Irek, (the Plaintiff in the instant case).

2 109. As a direct and proximate cause of the material misrepresentations made by Defendant in the
3 original complaint filed December 29, 1994, Plaintiff suffered damages.

4 WHEREFORE, Plaintiff demands judgment against the Defendant, NJLFCP.
5

6 **COUNT FIVE**

7 **Intentional Infliction of Mental Duress**

8 110. Plaintiff restates all the preceding allegations of this Complaint as though fully pled here.

9 111. On or about November 26, 1993, the Defendant, NJLFCP Board of Trustees, paid a \$5,000 claim
10 against Plaintiff, Kenneth Irek, to Zontan Szatmary and Cathleen D. Szatmary.

11 112. Subsequently, Defendant began various activities to compel Plaintiff to reimburse the NJLFCP
11 for the \$5,000 claim they had paid to the Szatmarys.

12 113. These activities were intentional and continued for the next 26 years, and are still continuing.

13 114. Beginning on or about April, 2000, the NJLFCP began using the Comprehensive Enforcement
14 Program established by N.J.S.A. 2B:19-1 et seq. to enforce their \$5,000 Judgment against Plaintiff.

15 115. Between 2000 and 2017, the NJLFCP sent at least 39 letters to Plaintiff regarding the Fund's use
16 of the Comprehensive Enforce Program for collection of their judgment for restitution against Plaintiff
(SEE Attachment "25").

17 116. On July 28, 2006, Defendant caused the Mercer County Superior Court to issue an Order
18 suspending Plaintiff's Driver License.

19 117. In a letter sent to Plaintiff, dated August 14, 2006, Ruby D. Cochran, Deputy Counsel to the
20 Defendant, NJLFCP (SEE Attachment "8"), stated, inter alia:

21 **"We previously obtained a driver's license suspension on you on November 5, 2005, which was**
22 **processed in New Jersey. Enclosed please find a copy of an Order signed by the Honorable F.**
23 **Patrick McManimon at the July 28, 2006 Comprehensive Enforcement Hearing continuing that**
24 **suspension. We have given you every opportunity to contact us to make payment arrangements on**
25 **the amount due and owing to the Fund. If we do not hear from you within 10 days from the date of**
26 **this letter, we will forward the enclosed Order, together with a copy of the Driver's License**
27 **Forfeiture sent to Motor Vehicles of New Jersey, directly to the California Department of Motor**
28 **Vehicles. We will request that they suspend your license in California until you have paid the New**
Jersey Lawyers' Fund for Client Protection the amount owing of \$5,000.00.00." (sic)

118. In a letter sent to the California Department of Motor Vehicles, Sacramento, California, dated
October 6, 2006, Ruby D. Cochran, Deputy Counsel to the Defendant, NJLFCP, (SEE Attachment "9"),

1 stated: “Gentlemen: Pleased be advised that I serve as Deputy Counsel to the New Jersey Lawyers’
 2 Fund for Client Protection (“Fund”). The Fund exists as a Committee of the Supreme Court of
 3 New Jersey pursuant R. 1:28-1 et seq. for the purpose of compensating the clients of disciplined
 4 attorneys who have misappropriated money from them. Kenneth F. Irek was such an attorney.
 5 His conduct, while acting as a New Jersey lawyer, has resulted in a claim or claims with the Fund.
 6 The Fund has a Judgment against Mr. Irek in the amount of \$5,000.00, which he has refused to pay.
 7 On July 28, 2006, we obtained an Order (copy enclosed) to suspend the driving license of Kenneth
 8 F. Irek in New Jersey for failure to reimburse the Fund for the monies it has paid to his victims.
 9 Mr. Irek is now living in California. Could you please suspend or refuse to renew the driving
 10 license of Mr. Irek based on this Order? If not, could you please contact me at (609) 984-7179 to
 11 discuss our options. Thank you for any help you can give us in this matter. Sincerely, *Ruby D.*
 12 *Cochran* (signature), Ruby D. Cochran”

119. In a letter sent to Plaintiff, dated March 30, 2015, (SEE Attachment “10”), Ruby D. Cochran,
 12 Deputy Counsel to the Defendant, NJLFCP, stated, inter alia, “The Superior Court of New Jersey has
 13 issued a Bench Warrant (photocopy enclosed) for your arrest as a result of your failure to appear
 14 for the enforcement hearing on December 5, 2014, to which you were summoned regarding the
 15 above referenced obligation to the New Jersey Lawyers’ Fund for Client Protection. The Fund will
 16 afford you a final opportunity to enter into a Consent Order for repayment before it forwards the
 17 Bench Warrant to the Los Angeles County Sheriff’s Department for execution. You must return
 18 an executed Consent Order (which the Fund will generate after you propose a reasonable payment
 19 plan), an initial payment and a completed Information Subpoena to this office on or before April
 20 17, 2015, or the Fund will prosecute the Bench Warrant. Please call me at 609-815-3043 to discuss
 21 your case. The Fund will afford you a final opportunity to pay the purge amount of \$150.00 set
 22 forth in Bench Warrant before it forwards the Bench Warrant to the Sheriff’s Department for
 23 execution. The purge amount of \$150.00 must be paid on or before April 17, 2015, or the Fund will
 24 prosecute the Bench Warrant. NEW JERSEY LAWYERS’ FUND FOR CLIENT PROTECTION
 25 By: *Ruby D. Cochran* (signature), Ruby D. Cochran Deputy Counsel”

120. The Bench Warrant dated March 23, 2015, described in the above paragraph, states, inter alia:
 26 “THEREFORE, we command you to take KENNETH F. IREK between the hours of 8:30 a.m. and
 27 3:30 p.m. on Monday through Friday and safely and closely keep him in your custody in the
 28 common jail of the County of Los Angeles until he shall be brought before the Honorable William
 Ankowitz, J.S.C., Superior Court of New Jersey, Mercer County, or until said Court shall make
 Order to the contrary.”

121. Plaintiff suffered, and continues to suffer, extreme emotional distress by being prohibited from
 driving in New Jersey and was severely apprehension he would be arrested, pursuant to the Defendant’s

1 outstanding Bench Warrants, if he attempted to travel to New Jersey to visit relatives and the graves of his
2 parents, interred at the Brigadier General William C. Doyle Memorial Cemetery, in North Hanover
Township, New Jersey.

3 122. Plaintiff suffered, and continues to suffer, extreme emotional distress by constantly receiving
4 letters and Court Summons, from Defendant, to travel to New Jersey for hearings, or be liable for
5 Contempt of Court.

6 123. Plaintiff suffered, and continues to suffer, extreme emotional distress from the constant fear and
7 apprehension of having his California Driver License revoked, at the direction of Defendant, under color
of law, and not being able to drive to work or medical facilities.

8 124. Plaintiff suffered, and continues to suffer, extreme emotional distress from the constant fear and
9 apprehension of being arrested in California, at his home, in his office or while driving, pursuant to a New
10 Jersey Bench Warrant, served upon the Los Angeles Sheriff, as stated by Defendant.

11 125. As a direct and proximate cause of Defendants' constant and continuing threats of arrest,
12 suspension of driving privileges, and distribution and publication of false libelous and defamatory
13 statements, Plaintiff paid Defendant, NJLFCP, \$2,500, as reimbursement for their unlawful payment of a
\$5,000 claim against Plaintiff (SEE Attachment "31").

14 126. Defendants intentionally engaged in conduct that would cause Plaintiff extreme emotional
distress that would induce him to reimburse Defendants \$5,000.

15 127. Defendant's conduct was extreme and outrageous and is beyond the bounds of that tolerated in a
16 decent society.

17 128. Defendants acted with reckless disregard for Plaintiff's rights and feelings, and with deliberate
18 indifference to the certainty that Plaintiff would suffer severe emotional distress.

19 129. As a direct and proximate cause of the intentional conduct of the Defendants, Plaintiff suffered
20 damages.

21 WHEREFORE, Plaintiff demands judgment against the Defendants.

22
23 **COUNT SIX**

24 **Libel - Defamation**

25 130. Plaintiff restates all the preceding allegations of this Complaint as though fully pled here.

26 131. On or about November 26, 1993, the Defendant, NJLFCP Board of Trustees, paid a \$5,000 claim
27 against Plaintiff, Kenneth Irek, to Zontan Szatmary and Cathleen D. Szatmary.

28 132. Subsequently, Defendant began various activities to compel Plaintiff to reimburse the NJLFCP
for the \$5,000 claim they had paid to the Szatmarys.

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133. Beginning in or about 1990 and ongoing and continuing through the present, Defendant, and others in concert with Defendant and at Defendant's direction, published written statements containing disparaging and defamatory statements that were intended to libel and defame Plaintiff.

134. On December 29, 1994, Defendant filed a Complaint against Plaintiff in the Superior Court of New Jersey, Law Division, Mercer County (SEE Attachment "11"), that stated, inter alia, **"In or about August 1990, while representing Zontan and Cathleen Szatmary, defendant [Kenneth Irek] embezzled, misapplied and converted to his own use the sum of \$5,000.00 received by him on behalf of Mr. and Mrs. Szatmary as funds to be held, in a fiduciary capacity, in escrow in connection with a real estate transaction."**

135. In a letter sent to California Department of Motor Vehicles, dated October 22, 2004, (SEE Attachment "12"), Joanne M. Dietrich, Deputy Counsel to the Defendant, NJLFCP, stated, inter alia, **'The Fund exists as a Committee of the Supreme Court of New Jersey pursuant to R. 1:28-1 et seq. for the purpose of compensating the clients of disciplined attorney who misappropriated money from them. Kenneth Irek was such an attorney. His conduct while acting as a New Jersey lawyer, has resulted in claims with the Fund in the amount of \$5,000.00.'**

136. In a letter sent to California Department of Motor Vehicles, dated October 6, 2006, (SEE Attachment "9"), Ruby D. Cochran, Deputy Counsel to the Defendant, NJLFCP, stated, inter alia, **'Gentlemen: Please be advised that I serve as Deputy Counsel to the New Jersey Lawyers' Fund for Client Protection ("Fund"). 'The Fund exists as a Committee of the Supreme Court of New Jersey pursuant to R. 1:28-1 et seq. for the purpose of compensating the clients of disciplined attorney who have misappropriated money from them. Kenneth F. Irek was such an attorney. His conduct, while acting as a New Jersey lawyer, has resulted in a claim or claims with the Fund. The Fund has a Judgment against Mr. Irek in the amount of \$5,000.00, which he has refused to pay.'**

137. The intentional wrongful conduct of Defendants is, continuing and ongoing as of the present date. The false and defamatory publications continue to be available to third parties and with Internet access, worldwide.

138. Without limitation, the false and defamatory statements contained in the publications accused Plaintiff of committing crimes, and are therefore, defamation per se.

139. The statements set forth above were false, libelous and defamatory.

140. Plaintiff has suffered both general and special damages in the past and present and will continue to suffer damages to his professional reputation, and will adversely affect his income and benefits.

141. As a direct and proximate cause of the intentional conduct of the Defendants, Plaintiff suffered damages and will continue to suffer injury to his personal, business and professional reputation including suffering embarrassment, humiliation, anguish, loss of employability, and significant economic loss in the form of lost earnings and benefits.

1 WHEREFORE, Plaintiff demands judgment against the Defendant, NJLFCP.

2
3 **IV. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully requests that this Court issue judgment in favor of Plaintiff and
5 against Defendants, for the causes of action alleged against it, and grant Plaintiff the following relief:

6
7 **ON THE FIRST CAUSE OF ACTION:**

8 **THE SUPERIOR COURT LACKED SUBJECT MATTER JURISDICTION TO ISSUE**

9 **A DEFAULT JUDGMENT**

- 10 1. Order the Judgment entered in the Superior Court of New Jersey, Law Division, Mercer County,
- 11 Docket No. L-5664-94, on March 22, 1995, be vacated and declared null and void, for lack of subject
- 12 matter jurisdiction, and declared void ab initio and a complete nullity with no legal effect whatsoever; and
- 13 2. Order the Lien based upon Judgment Docket No. L-5664-94, entered on March 31, 1995, be
- 14 vacated and declared void ab initio and a complete nullity with no legal effect whatsoever; and
- 15 3. Order that all other proceedings of any kind, based upon Judgment Docket No. L-5664-94, be
- 16 vacated and declared void ab initio and a complete nullity with no legal effect whatsoever; and
- 17 4. For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct
- 18 related to compelling Plaintiff to reimburse the NJLFCP for the \$5,000 claim they had paid to the
- 19 Szatmarys; and
- 20 5. Enter judgment for damages in an amount to be proven at trial; and
- 21 6. For interest thereon; and
- 22 7. For costs of suit incurred herein.

23 **ON THE SECOND CAUSE OF ACTION:**

24 **THE SUPERIOR COURT LACKED PERSONAL JURISDICTION TO ISSUE**

25 **A DEFAULT JUDGMENT**

- 26 1. Order the Judgment entered in the Superior Court of New Jersey, Law Division, Mercer County,
- 27 Docket No. L-5664-94, on March 22, 1995, be vacated and declared null and void, for lack of personal
- 28 jurisdiction, and declared void ab initio and a complete nullity with no legal effect whatsoever; and
- 2. Order the Lien based upon Judgment Docket No. L-5664-94, entered on March 31, 1995, be
- vacated and declared void ab initio and a complete nullity with no legal effect whatsoever; and

3. Order that all other proceedings of any kind, based upon Judgment Docket No. L-5664-94, be vacated and declared void ab initio and a complete nullity with no legal effect whatsoever; and

4. For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct related to compelling Plaintiff to reimburse the NJLFCP for the \$5,000 claim they had paid to the Szatmarys; and

5. Enter judgment for damages in an amount to be proven at trial; and

6. For interest thereon; and

7. For costs of suit incurred herein.

ON THE THIRD CAUSE OF ACTION:

DEFENDANT, NJLFCP, LACKED JURISDICTION TO PAY CLAIM AGAINST PLAINTIFF

1. Order the May 11, 1993, Disbarment Order of Kenneth F. Irek, signed by Robert N. Wilentz, Chief Justice of the Supreme Court of New Jersey, D-112 September Term 1992, be vacated and declared null and void, due to lack of subject matter jurisdiction, and declared void ab initio and a complete nullity with no legal effect whatsoever; and

2. Order that the Plaintiff, Kenneth F. Irek, have his name reinstated to the roll of active attorneys admitted to the bar of New Jersey, as of May 11th, 1993, the date of the disbarment, and remain on the roll until lawfully removed; and

3. Order the Judgment entered in the Superior Court of New Jersey, Law Division, Mercer County, Docket No. L-5664-94, on March 22, 1995, be vacated and declared null and void, due to lack of jurisdiction by NJLFCP over Plaintiff (Defendant in that case), and declared void ab initio and a complete nullity with no legal effect whatsoever; and

4. For damages in an amount to be proven at trial; and

5. For interest thereon; and

6. For costs of suit incurred herein.

ON THE FOURTH CAUSE OF ACTION:

COMMON-LAW FRAUD

1. Order the Judgment entered in the Superior Court of New Jersey, Law Division, Mercer County, Docket No. L-5664-94, on March 22, 1995, be vacated and declared null and void, due to the fraudulently filed Civil Complaint, and declared void ab initio and a complete nullity with no legal effect whatsoever; and

2. For compensatory damages in an amount to be proven at trial; and

DOCKET NO. MER- CIVIL ACTION VERIFIED COMPLAINT - 18

3. For punitive damages; and
4. For interest thereon; and
5. For costs of suit incurred herein.

ON THE FIFTH CAUSE OF ACTION:
INTENTIONAL INFLICTION OF MENTAL DURESS

1. For a temporary restraining order, preliminary and a permanent injunction, which enjoins permanently and restrains during the pendency of this action, Defendants and other persons acting in concert with them from intentionally or negligently inflicting further emotional distress on Plaintiff; and
2. After hearing, permanently restraining and prohibiting Defendants and other persons acting in concert with them from:
 - a) intentionally or negligently inflicting further emotional distress on Plaintiff;
 - b) intentionally or negligently threatening the arrest of Plaintiff;
 - c) intentionally or negligently inducing others to unlawfully cancel, remove or renew any privileges or rights of Plaintiff; and
3. For appropriate injunctive relief, ordering Defendants to recall and quash all Bench Warrants issued related to the facts herein stated, in the State of New Jersey; and
4. For appropriate injunctive relief, ordering Defendants to recall and quash all Bench Warrants issued related to the facts herein stated, in the State of California; and
5. For appropriate injunctive relief, ordering Defendants to recall and quash all Bench Warrants issued related to the facts herein stated, in any other state where they may have sent them; and
6. For appropriate injunctive relief, ordering Defendants to notify the New Jersey Motor Vehicle Department that the suspension of Plaintiff's driver's license is repealed and cancelled; and
7. For appropriate injunctive relief, ordering Defendants to notify the California Motor Vehicle Department that the suspension of Plaintiff's driver's license is repealed and cancelled; and
8. For repayment of \$2,500 paid to Defendant NJLFCP, including interest from dates paid; and
9. For additional compensatory damages in an amount to be proven at trial; and
10. For punitive damages; and
11. For interest thereon; and
12. For costs of suit incurred herein.

ON THE SIXTH CAUSE OF ACTION:

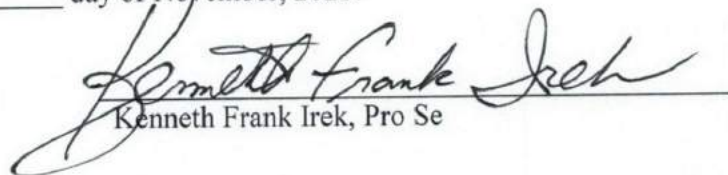
LIBEL – DEFAMATION

1. For a temporary restraining order, preliminary and a permanent injunction, which enjoins permanently and restrains during the pendency of this action, Defendants and other persons acting in concert with them from publishing, republishing, distributing and redistributing false, disparaging, defamatory and malicious statements, including but not limited to, that Plaintiff engaged in dishonest conduct; misappropriated money; and embezzled, misapplied and converted to his own use the sum of \$5,000.00; and
2. After hearing, permanently restraining and prohibiting Defendants and other persons acting in concert with them from publishing false defamatory and malicious statements about Plaintiff; and
3. For compensatory damages in an amount to be proven at trial; and
4. For punitive damages; and
5. For interest thereon; and
6. For costs of suit incurred herein.

ON ALL CAUSES OF ACTION

1. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and
2. For such other and further relief as the Court deems just and proper.

Dated this 9th day of November, 2020.

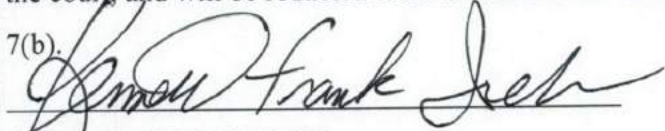

 Kenneth Frank Irek, Pro Se

CERTIFICATION PURSUANT TO R. 4:5-1

Plaintiff hereby certifies pursuant to R. 4:5-1, that the dispute about which I am suing is not the subject of any other action pending in any other court or a pending arbitration proceeding and no other parties who should be joined to this action, to the best of my knowledge and belief. Also, to the best of my knowledge and belief no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification. I further certify that confidential personal identifiers have been redacted from documents now submitted to

the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-

7(b).



KENNETH FRANK IREK

Dated: November 9th, 2020

Plaintiff, Pro Se

VERIFICATION

I, KENNETH FRANK IREK, of full age, hereby declare:

1. I am the Plaintiff in the present case.
2. I have read the Complaint and verify that the allegations contained in the Complaint are true and based on my personal knowledge.
3. I certify that the foregoing statements are true. I am aware that if any statement made herein is willfully false, I am subject to punishment.



KENNETH FRANK IREK

Dated: November 9th, 2020

Plaintiff, Pro Se

EXHIBITS

Attached are the following:

Exhibit A
Factual Background with Attachments

ATTACHMENTS

Attachment "1"
Records Requests to The New Jersey Supreme Court

Attachment "2"
Rule 1:28 of the Rules Governing the Courts of the State of New Jersey

Attachment "3"
The ABA Model Rules for Lawyers' Funds for Client Protection

Attachment "4"
Reserved for Future Use

Attachment "5"
Decision and Recommendation of the Disciplinary Review Board, Docket No. DRB 92-382

Attachment "6"
Letter Dated 5/14/1993 from Roger S. Steffens, Deputy Counsel, NJLFCP

Attachment "7"
NJLFCP Release, Assignment and Subrogation Agreement, 11/26/1993

Attachment "8"
Letter Dated 8/14/ 2006 from Ruby D. Cochran, Deputy Counsel, NJLFCP

Attachment "9"
Letter Dated 10/6/ 2006 from Ruby D. Cochran, Deputy Counsel, NJLFCP

Attachment "10"
Letter Dated 3/30/2015 from Ruby D. Cochran, Deputy Counsel, NJLFCP, w/ Bench Warrant

Attachment "11"
Complaint - Docket No. L-5664-94, Superior Court of New Jersey, Law Division, Mercer County

Attachment "12"
Letter Dated 10/22/2004 to California Department of Motor Vehicles

Attachment "13"
Default Judgment - Docket No. L-5664-94, Superior Court of New Jersey, Mercer County

Attachment "14"
Dennis Poane, Esq. Correspondence with the Monmouth County Prosecutor's Office

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Attachment "15"
Zontan and Cathleen Szatmary Attorney Grievance Form (unsigned)

Attachment "16"
Zontan and Cathleen Szatmary NJLFCP Statement of Claim

Attachment "17"
Testimony of Cathleen D. Szatmary Before District IX Ethics Committee

Attachment "18"
Supreme Court of New Jersey Order That Kenneth F. Irek be Disbarred

Attachment "19"
NJLFCP Subrogation Agreement with Zontan and Cathleen Szatmary

Attachment "20"
Request for Entry of Default, MER L 005664-94

Attachment "21"
Letter Dated April 18, 1995 To Kenneth Irek with Default Judgment

Attachment "22"
Letter Dated April 24, 2000, To Kenneth Irek Stating
the NJLFCP Judgment Against Him Would Be Enforced Through the CEP

Attachment "23"
Legislative History of Comprehensive Enforcement Program

Attachment "24"
Supreme Court Order Extending Time The NJLFCP
Is Authorized to Use the CEP

Attachment "25"
List of Letters to Plaintiff Regarding Use of the CEP

Attachment "26"
Letter Dated October 3, 2014, Stating Kenneth F. Irek
is Delinquent in Making Payments on the Repayment Plan

Attachment "27"
Letter Dated November 5, 2014, Stating Kenneth F. Irek is
Summoned to Appear Before a Hearing Officer

Attachment "28"
Letter Dated January 9, 2015, Stating a Consent Order was Entered
Authorizing the NJLFCP to Pursue a Bench Warrant for the Arrest of Kenneth F. Irek

Attachment "29"
Letter Dated March 30, 2015, To Kenneth F. Irek, Stating A Bench Warrant
was Issued for His Arrest w/ Photocopy of Signed Bench Warrant



DOCKET NO. MER- CIVIL ACTION VERIFIED COMPLAINT - 23

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Attachment "30"
District IX Ethics Committee Hearing Panel Report Recommending Public Discipline

Attachment "31"
Letter Dated October 30, 2020, To Kenneth Irek Stating He Still Owes the NJLFCP \$2,500.

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	<h2 style="margin: 0;">Civil Case Information Statement</h2> <h3 style="margin: 0;">(CIS)</h3> <p style="margin: 5px 0 0 0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</p>		For Use by Clerk's Office Only Payment type: <input type="checkbox"/> ck <input type="checkbox"/> cg <input type="checkbox"/> ca Chg/Ck Number: Amount: Overpayment: Batch Number:	
	Attorney/Pro Se Name Kenneth Frank Irek		Telephone Number (747) 260-8998	County of Venue Mercer
	Firm Name (if applicable) Pro Se		Docket Number (when available)	
	Office Address 8330 Haskell Avenue Unit 226 North Hills, CA 91343		Document Type Complaint, Civil Action Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Name of Party (e.g., John Doe, Plaintiff) Kenneth Frank Irek, Plaintiff		Caption Kenneth Frank Irek, Plaintiff v. New Jersey Lawyers' Fund For Client Protection and The Supreme Court of New Jersey, Defendants	
Case Type Number (See reverse side for listing) 999	Are sexual abuse claims alleged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a professional malpractice case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you have checked "Yes," see <i>N.J.S.A. 2A:53A-27</i> and applicable case law regarding your obligation to file an affidavit of merit.		
Related Cases Pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If "Yes," list docket numbers N/A			
Do you anticipate adding any parties (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of defendant's primary insurance company (if known) <input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown		
The Information Provided on This Form Cannot be Introduced into Evidence.				
Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation				
Do parties have a current, past or recurrent relationship? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes," is that relationship: <input type="checkbox"/> Employer/Employee <input type="checkbox"/> Friend/Neighbor <input checked="" type="checkbox"/> Other (explain) <input type="checkbox"/> Familial <input type="checkbox"/> Business Sued by NJLFCP as subrogee for reimbursement of paid claim		
Does the statute governing this case provide for payment of fees by the losing party? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition This case arises from a Civil Action Complaint captioned "New Jersey Lawyers' Fund for Client Protection v. Kenneth Irek, Docket No. MER-L-005664-94, filed in Mercer County Superior Court on December 29, 1994. One count of this instant Complaint states that a 1993 Order of the New Jersey Supreme Court gave the Defendants jurisdiction to pay a claim against Plaintiff. Proof is included in this instant case that the NJ Supreme Court did not have Subject Matter Jurisdiction (and can be challenged at any time) to issue that Order, thus making it Void ab initio, and causing all judgments and actions in favor of Defendants, based upon that Order, also Void ab initio and of no validity whatsoever.				
 Do you or your client need any disability accommodations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please identify the requested accommodation: N/A		
Will an interpreter be needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, for what language? N/A		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).				
Attorney Signature: <i>Kenneth Frank Irek, PRO SE</i>				

Side 2



Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days discovery

151 Name Change	506 PIP Coverage
175 Forfeiture	510 UM or UIM Claim (coverage issues only)
302 Tenancy	511 Action on Negotiable Instrument
399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)	512 Lemon Law
502 Book Account (debt collection matters only)	801 Summary Action
505 Other Insurance Claim (including declaratory judgment actions)	802 Open Public Records Act (summary action)
	999 Other (briefly describe nature of action)
	Fraud in obtaining Default Judgment for Subrogation by falsely claiming Subject Matter Jurisdiction.

Track II - 300 days discovery

305 Construction	603Y Auto Negligence – Personal Injury (verbal threshold)
509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD))	605 Personal Injury
599 Contract/Commercial Transaction	610 Auto Negligence – Property Damage
603N Auto Negligence – Personal Injury (non-verbal threshold)	621 UM or UIM Claim (includes bodily injury)
	699 Tort – Other

Track III - 450 days discovery

005 Civil Rights	608 Toxic Tort
301 Condemnation	609 Defamation
602 Assault and Battery	616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases
604 Medical Malpractice	617 Inverse Condemnation
606 Product Liability	618 Law Against Discrimination (LAD) Cases
607 Professional Malpractice	

Track IV - Active Case Management by Individual Judge / 450 days discovery

156 Environmental/Environmental Coverage Litigation	514 Insurance Fraud
303 Mt. Laurel	620 False Claims Act
508 Complex Commercial	701 Actions in Lieu of Prerogative Writs
513 Complex Construction	

Multicounty Litigation (Track IV)

271 Accutane/Isotretinoin	601 Asbestos
274 Risperdal/Seroquel/Zyprexa	623 Propecia
281 Bristol-Myers Squibb Environmental	624 Stryker LFIT CoCr V40 Femoral Heads
282 Fosamax	625 Firefighter Hearing Loss Litigation
285 Stryker Trident Hip Implants	626 Abilify
286 Levaquin	627 Physiomesh Flexible Composite Mesh
289 Reglan	628 Taxotere/Docetaxel
291 Pelvic Mesh/Gynecare	629 Zostavax
292 Pelvic Mesh/Bard	630 Proceed Mesh/Patch
293 DePuy ASR Hip Implant Litigation	631 Proton-Pump Inhibitors
295 AlloDerm Regenerative Tissue Matrix	632 HealthPlus Surgery Center
296 Stryker Rejuvenate/ABG II Modular Hip Stem Components	633 Prolene Hernia System Mesh
297 Mirena Contraceptive Device	
299 Olmesartan Medoxomil Medications/Benicar	
300 Talc-Based Body Powders	

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59 Consumer Fraud

EXHIBIT “A”

&

ATTACHMENTS “1” through “31”

EXHIBIT “A”

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EXHIBIT "A"
Factual Background with Attachments

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FACTUAL BACKGROUND

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1. The origins of this case began more than 30 years ago. For purposes of this Complaint, the facts contained herein are wholly based upon certified written statements and sworn transcripts of oral testimony, and board hearings, of the District Ethics Committee, District IX; the Disciplinary Review Board; the New Jersey Lawyers' Fund for Client Protection; the Comprehensive Enforcement Program; the Office of Attorney Ethics; and the Mercer County Superior Court, all entities of the New Jersey Supreme Court. They were obtained by Plaintiff through Records Requests filed pursuant to N.J. Rules of Court, Rule 1:28-9, *et seq.*, and/or Rule 1:38-1, *et seq.* (SEE Attachment 1, Records Requests to The New Jersey Supreme Court), and sent directly to the Plaintiff.

2. In the beginning of the summer of 1990, Cathleen Szatmary and her husband Zontan, were looking for a building lot in Jackson, New Jersey. They saw a lot listed in the newspaper and called the number listed and spoke to the Plaintiff, Kenneth F. Irek, who told them where it was located and to look at it.

3. They went to the building lot and met a woman, Fran Donahue, a licensed New Jersey real estate salesperson, who represented the Plaintiff, Kenneth F. Irek. Ms Donahue showed the Szatmary's a few new houses and lots owned by the Plaintiff's company, Kirex Development Company, Inc. The Szatmary's decided to purchase the vacant lot and retained Dennis D. Poane, Esq, a new Jersey attorney whose office was in Lakewood, New Jersey, at the time, to represent them in the purchase of the lot from Plaintiff.

4. Subsequently, the Szatmary's lawyer, Dennis Poane contacted Fran Donahue and a 'Contract For Sale of Real Estate', dated May 23, 1990, was prepared for the Plaintiff's vacant lot and sent to Dennis Poane's law office.

5. Attorney Poane wanted some contract changes and spoke to Fran Donahue about them. The changes were made to the contract, initialed by the Plaintiff, Kenneth Irek, and sent back to Attorney Poane.

6. The Szatmarys signed the revised Contract on May 29, 1990, and wrote check #1301, dated 5/29/90, in the amount of \$5,000 to "Kirex Dev Co", with the memo: "Dep of Land 85 2221 Bal Due 30,000.00" pursuant to the terms of the contract as "initial deposit". *{the numbers 85 2221 most likely refer to the property's legal description as Block 85, and Lot 22.21}*

1 7. The contract signed by the Szatmary's sent back to Plaintiff who signed the revised contract on
June 6, 1990, as: "Kirex Development Co, Inc By Kenneth Irek, President attest: Kenneth Irek, Secretary"

2 8. Plaintiff endorsed the \$5,000 initial deposit check as "Kirex Development Co", and deposited it
3 into Kirex's business account at New Jersey National Bank.

4 9. Thereafter, from the end of June, 1990, through July, Dennis D. Poane attempted to contact
5 Plaintiff to schedule a closing date, by certified letters, phone calls, visits to his home and offices, and
6 through Fran Donahue, but received no response.

7 10. Sometime between Aug 20 and Aug 29, 1990, Fran Donahue advised Dennis D. Poane that
8 Plaintiff was temporarily in North Carolina and didn't receive his mail in time, but she advised that he
9 would complete the real estate sale, but the closing never took place.

10 11. On November 14, 1990, Dennis D. Poane, representing himself as the attorney for Zontan and
11 Cathleen Szatmary, the prospective purchasers of the real property, sent a correspondence to Ronald
12 Troppoli, Director of Special Prosecutions with the Monmouth County Prosecutor's office. (SEE
13 Attachment 14, Dennis Poane, Esq. Correspondence with the Monmouth County Prosecutor's Office).

14 12. His cover letter stated that they had several previous conversations regarding Kirex Development
15 Company and Kenneth Irek, and Dennis Poane listed the documents attached, describes number "2" as:

16 "2. My office notes dated June 1, 1990, which shows at the bottom that Mr. Irek would
17 personally guarantee the \$5,000.00 involved."

18 13. The office notes referred to are hand-written and state, inter alia:

19 "*p.c. Ken Irek 1. He will guarantee personally \$5000.- 2. He'll get ECRA approval if bank
20 demands; if no then only give off
21 3. Looking for closing before July.*"

22 14. Poane ended his letter with these paragraphs:

23 "We send this to you in accordance with my previous conversations believing that Mr. Irek may
24 have absconded [*sic*] with the funds given in trust by my clients. Further, there is in addition,
25 approximately \$4,000.00 spent for the percolation, bore, and certain other preliminaries to close
26 which they are now out-of-pocket.

27 I would appreciate your reviewing this matter with regard to the criminal aspects of the case.

28 Upon your review of it, I would ask you to talk directly to my clients, Cathleen and Zontan
Szatmary, 318 C Texas Road, Morganville, New Jersey, 07751, telephone number 706-1124. I
strongly believe that this an [*sic*] criminal matter. The actions of Mr. Irek can clearly be seen as
one of premeditation in taking the Szatmary's money with no intent to abide by the contract or
return the money. Very truly yours DENNIS D. POANE, ESQ."

15. On December 11, 1990, Ronald J. Troppoli, Director of the Economic Crime and Special Prosecutions Unit of the Monmouth County Office of the County Prosecutor, sent a response letter to Dennis D. Poane acknowledging receipt of the letter stating:

“Please be advised that, at this time, the investigation into the activities of Mr. Irek remains ongoing. As you know, I am unable, at this time, to confirm for you whether or not the matter will be presented to a Monmouth County Grand Jury for further Criminal prosecution.” He goes on to say that the matter should be properly brought to the attention of both the Office of Attorney Ethics, as well as the Client’s Security Fund, and provides their contact information.

16. A letter from the District Ethics Committee for Monmouth County District IX, dated February 27, 1991, to Cathleen and Zontan Szatmary, acknowledged receipt of their grievance form complaining about attorney Kenneth F. Irek (SEE Attachment 15, Zontan and Cathleen Szatmary Attorney Grievance Form (unsigned)).

The following are excerpts of relevant portions of the Grievance Form:

On the grievance form, Question B. (1) asks: Was the specific lawyer complained of your lawyer? Answer, NO.

On the grievance form, Question E. asks to state what the lawyer did or failed to do which may be unethical. *The answer is reproduced in its entirety:*

“Please see letter filed by our Attorney, dated November 14, 1990, to Ronald J. Troppoli, of the Monmouth County Prosecutor’s Office, and the attachments, which accompanies this Complaint Form. The basis of our Complaint is that Mr. Irek was both an Officer of the Contracting Corp., Kirex Development Co., and an Attorney in dealing with us, for the purchase of a lot upon which to construct a home. Mr. Irek received \$5,000.00 as our down payment and then disappeared. After extensive letter writing and phone calling, and also a trip to Mr. Irek’s house by Mr. Poane, no response was received, in order to conclude the purchase of the lot. Mr. Irek has disappeared, our \$5000.00 has also disappeared. I would also like you to know that we spent approximately another \$4,000 in preparation for the purchase of the lot, including Perk Test. We believe Mr. Irek took our money, has intentionally failed to sell the property to us or give us our money back, and has now disappeared. We believe Mr. Irek acted as an Attorney for Kirex Development Co., as well as an Official of that Company.” *(The form is undated and unsigned)*

17. On April 12, 1991, Cathleen D. Szatmary and Zontan J Szatmary completed a New Jersey Lawyers’ Fund For Client Protection *Statement of Claim*, which was received by NJLFCP on April 16, 1991 (SEE Attachment 16, Zontan and Cathleen Szatmary NJLFCP Statement of Claim).

The following are excerpts of relevant portions of the claim: *[italics indicate the claimant's hand-written response]*

Question 3. Attorney Against Whom Claim is Made: Name: *Kenneth Irex ...*

Question 4. How Long Have You Known Him/ Her *Never met him, Dealings only through real estate deal (escrow agent)*

Question 5. How Long Did He/ She Represent You *NA*

Question 7. Is Claim Based On _____ Attorney-Client Relationship

Or X Fiduciary (guardian, executor, trustee)

Relationship (*escrow agent*)

Question 12. If Known, List The Assets Of The Attorney From Which Reimbursement Can Be Made, And Indicate What Efforts Have Been Made To Recover The Loss From The Attorney Directly.

Mr. Irek, I believe was a principal in Kirex Development Co. and probably owned the property I was trying to buy through the corporation. The Development we were going to buy our lot in had a sign saying "Brentwood Acres" By Kirex Development Corp. I believe their [sic] were several properties owned by Kirex and/ or Mr. Irek there. Further my attorney tells us that Stewart Title Company, 80 West Main Street, Freehold, N.J. 07728, said they did work for Mr. Irek and they may know of additional assets. Mr. Irek was the owner listed on the tax rolls for 87 Carriage Hill Dr., Colts Neck, N.J. according to a response to Mr. Poane's inquiry [sic]. For a while Mr. Irek was accepting calls through messages left for him at Fast Frame Building Systems P.O. Box 725, Freehold, NJ 07728 (201) 409-0227.

Question 13. Are You Suffering Any Financial Hardship? Yes X No _____

If Yes, Describe Below: *See attached paper*

Szatmary

Answer to Question #13

We have been in a financial hardship ever since Ken Irek took our money without intent to truly close on the land deal. We had to use our savings to rent another house while we look for a house to purchase since we can no longer purchase property due to the \$5,000.00 loss. We need to pay cash for property in order for the bank to loan us money to build, our Dream Died when Ken Irek walked off with our money.

We are now in a real dilemma, we have to purchase a house by Aug 1991 in order not to pay any tax, this is due to the \$5,000.00 loss + other expenses amounting to \$4,000 for a total of approximately \$9,000.00. So either way we are still going to have to pay some tax.

1 *We had to pay for a perc + boaring [sic], survey + septic Designs and architect plans*
2 *also other little expenses. The money we lost has but a great stress on our family life and individual*
3 *dealings.*

4 *To top this all off I was pregnant when all of this happened adding more stress and*
5 *financial burden because we had no maternity coverage on our insurance policy. My husband is in the*
6 *construction business and hasn't worked steady in about 1 ½ yrs. So not having much*

7 *[Answer to Question #13 cont.]*

8 *income, paying out large major expenses on hospital and doctor bills has left us no*
9 *choice but to dip into our house money, which wouldn't be there if we had built or close on another*
10 *home. That is another reason for our down payment being lower that it should be. In all we have*
11 *truley [sic] lost over \$30,000.*

12 *Now we have found a home to purchase but we need 20% down in order to qualify to*
13 *purchase it. We really hope that you will bring this before the Board as soon as possible that we will*
14 *know if we can receive our money back to buy this home. We have been disappointed quite a few times*
15 *already please don't dispear [sic] our hopes this time in handling this matter.*

16 *We heard after the fact that Ken Irek was suspended from the bar either in 1987 or*
17 *1989, if we had been aware of this at the time we would have been more causious [sic] in dealing with*
18 *him. We would like to put our trust in lawyers in general but this is not the first time we had mis*
19 *dealings [sic] with one. We had be wronged by Justinian Connors approximately 1985, luckily there*
20 *was no money loss, just a trust in some lawyers Please restore our faith + trust in the system and help*
21 *us to obtain our money so that we will not have to pay over \$12,000.00 the government for capital gain*
22 *tax and so that we may once again have the joy and satisfaction of owning our very own home. This*
23 *will surely ease the stress and emotional discord we are now experiencing as a family.*

24 *We also heard that he had taken other peoples [sic] money from down payments of*
25 *homes he was supposed to have built for them. So as you can see he was truley [sic] being dishonest in*
26 *his conduct in dealing with us. Please be moved to handle him in the manner in which you would any*
27 *dishonest lawyer and restore us our money.*

28 *Thank you that there is such a system and fund to help protect people like us.*

Sincerely Yours,

Cathleen D. Szatmary

Question 15. How Did You Learn About The Fund? Through Dennis Poane (Our
 Attorney)

18. On July 29, 1992, District IX Ethics Committee of the New Jersey Supreme Court held an ethics
hearing regarding a Grievance Form filed by Cathleen D. Szatmary against Kenneth F. Irek, Esq
(Plaintiff).

The members of the Hearing Committee were:

Richard M. Keil, Esq, Chairman

Robert J. Gaughran, Esq, Presenter

James H. Moody, Esq, Panel Member

Robert M. Flanagan, Public Member

Cathleen D. Szatmary, Witness

19. The hearing was held at the law office of Gaughran & Steib, 1275 Highway 35, Middleton, NJ 07748. The Respondent, Kenneth F. Irek (Plaintiff) was served by Affidavit of Publication, but was not present.

20. A computerized transcript of the stenographic notes of the proceedings was taken by and before Kathleen M. Cassidy, CSR, a Certified Shorthand Reporter and Notary Public of New Jersey, commencing at 10:15 in the forenoon, a copy of which was obtained from the records of Supreme Court of New Jersey pursuant to Court Rule 1:28-9 and/or R. 1:38-1, *et.seq.* and is attached (SEE Attachment 17, Testimony of Cathleen D. Szatmary Before District IX Ethics Committee)

21. Cathleen D. Szatmary's verbal testimony generally follows the chronological events outlined above, and are not contested. The following excerpts from her testimony are set forth in detail to corroborate and reinforce the Facts of this complaint:

Page 6, line 18: Robert J. Gaughran questioning Cathleen D. Szatmary

Q. Now, after you spoke to Ken Irek and saw the lot, did you retain legal counsel to represent you in connection with this purchase?

A. Right.

Q. And who represented you?

A. Dennis Poane, Esq.

Page 7, line 8: Robert J. Gaughran questioning Cathleen D. Szatmary

Q. So, you and your husband decided that you're serious about purchasing this lot - -

A. Uh-huh.

Q. - - and you retained Mr. Poane to represent you.

A. Right.

Page 8, line 5: Robert J. Gaughran questioning Cathleen D. Szatmary

Q. So, your attorney, Mr. Poane, Dennis Poane, negotiated those changes in the real estate contract with whom?

A. Well, that he sent it back, um - - I think either Fran picked it up or he mailed it, I'm not really sure which.

Q. Did he have any negotiation with Kenneth Irek?

EXHIBIT "A" - 6

1 A. He spoke -- did he? I don't know if he spoke to him or not. I think he -
-I'm not sure if he spoke to him or not. He might have spoke to him once or twice, I'm not really sure,
2 but he mostly, I think, dealt with Fran --

3 Q. Okay.

4 A. Donahue.

5 *Page 9, line 5: Robert J. Gaughran questioning Cathleen D. Szatmary*

6 Q. Okay. So, the contract is dated May 29, 1990. I show
you exhibit P-2 again, which is the \$5,000 dollar deposit check and ask you what's the date on that check.

7 A. 5/29

8 Q. So, did you prepare the check at the same time that you
9 signed the contract?

10 A. Right

11 Q. Now, the check is made payable to Kirex Development
Co..

12 A. Right

13 Q. Is there any reason why the check was made payable to
14 Kirex Development Co.?

15 A. Well, that was the development that we were buying from. You know,
that was his development.

16 Q. "His development," meaning Mr. Irek's?

17 A. Right.

18 Q. Okay.

19 A. And I had questioned Dennis about that, I was like: How come we don't -- because we
bought houses before and because we've sold two houses and knew we were buying this land to build and
20 I said: How come it's not made out to, you know, a lawyer in trust, because that's usually how we did it,
21 and he informed me that Ken Irek was a lawyer acting on his own behalf through Kirex Development so
22 there would not be a problem. He wouldn't see any reason why we shouldn't fill it out that way.

23 Q. All right. So, your lawyer advised you that it was okay to have
24 the check payable to the developmental company because representations were made to your lawyer by
Mr. Irek?

25 A. That he was acting on his own behalf as a lawyer.

26
27 *Page 11, line 9: Robert J. Gaughran questioning Cathleen D. Szatmary*

28 Q. So, what you're saying is: That when your lawyer did the title
work, he found out that there were liens and judgments against Mr. Irek?

EXHIBIT "A" - 7

A. Right. Correct.

Q. Do you know if those liens and judgments against Mr. Irek would have exceeded the total purchase price of the lot?

A. The liens and judgments that he knew of, at the time, would not have - - the guy still would have - - Ken Irek would have still came out with some money.

Q. Okay.

A. Not much, but he still would have came out with some money.

Q. Okay.

A. A very small amount.

Page 16, line 13: Richard M. Keil questioning Cathleen D. Szatmary

Q. I have some questions. P-1, paragraph five of the contract states: Deposit monies, all deposit monies will be held in trust by Kirex Development Co. Located at Colts Neck, NJ until closing. The time you gave - at the time you handed over that check, you understood then that it was the same as being - - that it was being held by an attorney.

A. Correct. Because that's what I questioned, that. Because we had a misdealing with an attorney one time Justin Ann Connors. We didn't lose anything, we did not lose anything out of that but we were in the process of buying our house when we had dealings with - - or selling our house when we had dealings with him and that was like hairy in itself and that's when we had William Smith take over for us and then we just found Dennis later for our other things. So, that's why I was more cautious than I would have been normally in saying: Why isn't there an attorney, you know, dealing with this and he said, you know: He is an attorney, you know.

Page 18, line 3: James H. Moody questioning Cathleen D. Szatmary

Q. With regard to the contract that's been marked P - - I believe P-1 for identification, is that the actual contract that you were originally provided with and which your attorney made certain changes?

A. Correct

Q. Did you receive any type of correspondence from your attorney indicating any discussions he had with Ken Irek regarding changes to be made in the contract before this one was actually executed?

A. I don't know. I have a lot of different letters here, that he gave me copies of, which I don't know exactly if there is any - - I mean, he's - - you mean as far as verbally speaking to him or just letters?

1 Q. Yes, if they spoke on the phone, if there was any
2 clarification of the terms of the contract or any changes to be made in the contract before you and your
3 husband signed it.

4 A. I'm almost positive that he spoke to him at least once because he had told
5 us that.

6 Q. Okay. Do you know whether there was a discussion, a
7 verbal discussion, between your attorney and Mr. Irek with regard to that question that you raised on the
8 deposit being held in escrow or being --

9 A. That, I'm not aware of.

10 Q. -- held by the firm until such time as the closing?

11 A. That, I'm not aware of.

12 *Page 22, line 17: James H. Moody questioning Cathleen D. Szatmary*

13 Q. MR. MOODY: One other question I forgot. You were
14 talking about trying to reach Ken Irek or Fran or someone when you started to become a little concerned
15 as to whether this was going to close. Did you ever speak to Ken Irek directly?

16 A. Not after that, not after the -- I only initially spoke to him once in
17 reference to the paper.

18 Q. And that was to the ad?

19 A. I believe so.

20 Q. After that, did you ever speak to him?

21 A. No, I didn't. I believe Dennis did, though.

22 Q. How about your husband, to your knowledge, did he
23 ever speak to him?

24 A. No.

25 Q. Did you ever meet him?

26 A. No.

27 Q. You never --

28 A. I don't know what the man even looks like.

Q. Okay

*Page 23, line 25: Robert J. Gaughran, Esq., submitting his verbal summary to the
Ethics Committee*

Just as a very brief summary, I respectfully submit that although the Respondent
is not here he has, at the very least, violated two of the rules of professional conduct, 1:15 (b) as it relates

1 to his obligation to safekeep property and that he did not return to the grievant the funds that they were
2 entitled to.

3 And, secondly, I also submit that RPC 8.4 (c) has been violated in that the
4 Respondent engaged in conduct that's either dishonest, fraudulent, along with potential misrepresentation
5 to the grievant.

6 22. On May 14, 1993, the New Jersey Lawyers' Fund for Client Protection sent a letter to Plaintiff
7 (SEE Attachment 6, Letter Dated 5/14/1993 from Roger S. Steffens, Deputy Counsel, NJLFCP),
8 stating that they now had jurisdiction to consider the Zontan and Cathleen Szatmary claim against him,
9 since the Supreme Court of New Jersey had disbarred Plaintiff on May 11, 1993 (SEE Attachment 18,
10 Supreme Court of New Jersey Order That Kenneth F. Irek Be Disbarred).

11 **The following are excerpts of relevant portions of the Disbarment Order:**

12 [Caption]

13 "The Disciplinary Review Board having filed a report with the Court recommending that
14 KENNETH F. IREK, formerly of COLTS NECK, be disbarred for the knowing misappropriation of
15 escrow funds in violation of RPC 1:15(b) and RPC 8.4(c), and good cause appearing;

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

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

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

23 WITNESS, the Honorable Robert N. Wilentz, Chief Justice, at Trenton, NJ on this 11th day of
24 May, 1993."

25 {Citations: 132 N.J. 203 (1993); 623 A.2nd 1378 (N.J. 1993)}

26 23. On November 26, 1993, the NJLFCP entered a Release, Assignment and Subrogation Agreement
27 with Zontan and Cathleen D. Szatmary (SEE Attachment 19, NJLFCP, Subrogation Agreement with
28 Zontan and Cathleen Szatmary).

29 The following are excerpts of relevant portions of the claim:

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

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

35 2."

The Agreement is signed by Robert S. Feder, Chairman Board of Trustees and Attested by Ella M. Scarantino, Secretary.

The Agreement is signed on November 26, 1993 by Zontan Szatmary and Cathleen D. Szatmary and Notarized by Nicole A. Leonard.

24. On December 29, 1994, the New Jersey Lawyers' Fund for Client Protection, Plaintiff, filed a Civil Action Complaint against Kenneth Irek, Defendant in the Superior Court of New Jersey, Law Division, Mercer County (SEE Attachment 11, Complaint - Docket No. L-5664-94, Superior Court of New Jersey, Law Division, Mercer County).

The following are excerpts of relevant portions of the Complaint:

[Caption] Docket No. MER-L-005664-94

"The plaintiff, New Jersey Lawyers' Fund for Client Protection, an entity established by the Supreme Court of New Jersey under R.1:28-1, et seq., Richard J. Hughes Justice Complex, CN-961, Trenton, New Jersey 08625, complaining against the defendant says:

1. The plaintiff was established to reimburse clients for loses caused by the dishonest conduct of members of the Bar of New Jersey.

2. Defendant maintained offices for the practice of law at 41 Highway 34, Colts Neck, New Jersey 07722.

3. Defendant was disbarred from the practice of law on May 11, 1993.

4. In or about August 1990, while representing Zontan and Cathleen Szatmary, defendant embezzled, misapplied and converted to his own use the sum of \$5,000.00 received by him on behalf of Mr. and Mrs. Szatmary as funds to be held, in a fiduciary capacity, in escrow in connection with a real estate transaction.

5. The individuals named in paragraph four of this complaint filed a claim with plaintiff on account of the dishonest conduct of the defendant.

6. Pursuant to R. 1:28-1, et seq., of the Rules Governing the courts of New Jersey, the plaintiff has paid the claim of the claimants named in paragraph four and has received an assignment of all their rights, claims and interest against the defendant.

7. To date, defendant has not reimbursed the plaintiff for any monies paid on his behalf.

WHEREFORE, plaintiff demands judgment against the defendant for damages in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) plus interest from the date of Complaint and costs of suit.

[signed] /S/

Michael T. McCormick
Deputy Counsel
Attorney for Plaintiff

Dated: December 21, 1994

CERTIFICATION

I hereby certify pursuant to R. 4:5-1 that, to my knowledge, the matter in controversy is not the subject of any action pending in any court nor is there any arbitration proceeding, nor is any such action or arbitration contemplated. I further certify that there are no parties who should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

[signed] /S/

Michael T. McCormick
Deputy Counsel
Attorney for Plaintiff

Dated: December 21, 1994”

25. On March 1, 1995, Daniel R. Hendi, Esq., Senior Counsel for the New Jersey Lawyers’ Fund for Client Protection, filed a ‘Request For Entry Of Default Judgment With Supporting Affidavit’, with the NJ Superior Court of Mercer County (SEE Attachment 20, Request For Entry Of Default, MER L 005664-94).

26. On March 22, 1995, ‘Default Judgment’ was entered by Judge Neil H. Shuster, JSC, Judgment # J-082161-95 and stamped: Recorded as a Lien 3-31-95” (SEE Attachment 13, Default Judgment - Docket No. L-5664-94, Superior Court of New Jersey, Mercer County).

27. A letter dated April 18, 1995, was sent to Plaintiff at his Chatsworth, California address by Michael T. McCormick, Esq., Deputy Counsel and Secretary of the New Jersey Lawyers’ Fund for Client Protection (SEE Attachment 21, Letter Dated April 18, 1995 To Kenneth Irek with Default Judgment).

The following are excerpts of relevant portions of the Letter:

Dear Mr. Irek:

“Enclosed please find a copy of the Default Judgment entered against you in the above captioned matter. As you are aware, this judgment is a result of the Fund’s payment of the claim of Szatmary v. Irek in the amount of \$5,000. To date you have not reimbursed the Fund for any portion of this amount; the entire debt of \$5,000 remains as your personal obligation.

We ...

1 Again, we wish to work with you, but cannot do so without your cooperation. If I do not hear
2 from you by May 10, 1995 I will be forced to assume you wish to begin a potentially protracted collection
3 process. The Fund will retain local counsel, enter its judgment in California and thereafter pursue all
4 available remedies to obtain satisfaction of its judgment.

4 Please be guided accordingly.

5 Very truly yours,

6 /S/

7 Michael T. McCormick

8 28. Beginning on or about April, 2000, the New Jersey Lawyers' Fund for Client Protection
9 ("NJLFCP") began using the Comprehensive Enforcement Program established by N.J.S.A. 2B:19-1 et
10 seq. to enforce their Judgment against Plaintiff (SEE Attachment 22, Letter Dated April 24, 2000, To
11 Kenneth Irek Stating the NJLFCP Judgment Against Him Would Be Enforced Through the CEP).

12 The Legislative History of the Comprehensive Enforcement Program *{is not part of the*
13 *record, but is included here because the CEP is utilized extensively by Defendants against Plaintiff}* (SEE
14 Attachment 23, Legislative History of Comprehensive Enforcement Program), adopted February 24,
15 1994, states, inter alia, that:

15 **[page 1, line 31]**

16 " f. Upon passage of this act, the Supreme Court and the Chief Justice will establish a
17 Statewide comprehensive enforcement program within the present structure of the Superior Court which
18 will provide for the enforcement of court orders and oversee collection of court-ordered fines,
19 assessments, surcharges and judgments in the civil, criminal and family divisions... .

19 **[page 2, line 39]**

20 "5.a. The governing body of each county, through the sheriff or such other authorized
21 officer, may establish a labor assistance program as an alternative to direct incarceration to be utilized by
22 the comprehensive enforcement program as a sentencing option."

22 **[page 2, line 49]**

23 "b. In counties that do not establish a labor assistance program, the probation services
24 division shall establish an enforced community service program as an alternative to direct incarceration,
25 to be utilized by the comprehensive enforcement program as a sentencing option."

25 **[page 3, line 6]**

26 "c. (1) As used in this section, "labor assistance program" means a work program,
27 established by the county under the direction of the sheriff or other authorized county officer, which
28 rigorously supervises offenders providing physical labor as an alternative to incarceration.

1 (2) As used in this section, “enforced community service” means a work program,
 2 established and supervised by the probation division, which directly and rigorously supervises offenders
 3 providing physical labor as an alternative to direct incarceration in those counties which have chosen not
 4 to create a labor assistance program.”

5 29. On October 4, 2000, Chief Justice Deborah T. Poritz signed an Order extending, for six months or
 6 until further Order of the Court, the July 23, 1999, Order of the Supreme Court that established a one-year
 7 project under which the New Jersey Lawyers Fund for Client Protection was authorized to use the
 8 Comprehensive Enforcement Program for collection of monies on behalf of the Fund (SEE Attachment
 9 24, Supreme Court Order Extending Time The NJLFCP Is Authorized to Use the CEP).

10 30. Between 2000 and 2017, the NJLFCP sent at least 39 letters directly to Plaintiff regarding the
 11 Fund’s use of the Comprehensive Enforce Program for collection of their judgment for restitution against
 12 Plaintiff (See Attachment 25, List of Letters to Plaintiff Regarding Use of the CEP).

13 31. To assist in understanding the extent of the use of the CEP by the Fund, four (4) letters and
 14 enclosures, beginning with the correspondence dated October 3, 2014, are described below. (SEE
 15 Attachment 26, Letter Dated October 3, 2014, Stating Kenneth F. Irek is Delinquent in Making Payments
 16 on the Repayment Plan).

17 The following is an excerpt of relevant portions of the Letter and Enclosures from the
 18 NJLFCP to Mr. Kenneth F. Irek, Plaintiff, dated October 3, 2014:

19 Letter: [Caption]

20 Re: New Jersey Lawyers’ Fund for client Protection v. Kenneth F. Irek

21 Docket No. MER-L-0005664-94; Judgment No. J-082161-95; our File No.:
 22 CPF-520

23 Dear Mr. Irek:

24 Our review of your account indicates that you are delinquent in making payments on the
 25 repayment plan to which consented under the Comprehensive Enforcement Program (CEP). The
 26 payments in arrears as of October 3, 2014 are set forth on the enclosed Notice of Delinquency. I have
 27 calculated the deficiency by comparing payments due versus payments received since you entered the
 28 repayment agreement.

You must cure the arrears or contact me at 609-815-3043 to make appropriate arrangements on or
 before Monday, October 27, 2014, or I shall issue you a Summons to appear for the enforcement hearing
 scheduled for Friday, December 5, 2014.

If you have not completed an Information Subpoena under R 4:59-1(e) within the last (6) months,
 you must complete the enclosed Information Subpoena. Please answer the questions fully and not merely

1 by reference to your subpoena. The Information Subpoena must be returned before we can excuse you
2 from the Hearing even if a payment has already been made and you have cured your arrearages.

3 NEW JERSEY'S LAWYERS' FUND FOR CLIENT PROTECTION

4 By: /S/ _____

5 Ruby D. Cochran

6 Deputy Counsel

7 Notice of Delinquency [Caption]

8 October 3, 2014

9 Cmpt./Acc./Dkt. MER-L-0005664-94

10 Judgment # J-082161-95

11 Financial Account # CPF-520

12

13 The New Jersey Lawyers' Fund for Client Protection has referred your debt to
14 the Comprehensive Enforcement Program (CEP) for collection. **YOUR RESTITUTION OBLIGATION
15 IS IN ARREARS. THE NEXT LETTER YOU RECEIVE WILL BE A COURT SUMMONS TO AN
16 ENFORCEMENT HEARING.** You may be able to avoid a Court appearance on Friday, December 5,
17 2014 by doing ALL of the following ON OR BEFORE Monday, October 27, 2014:

- 18 proposing a payment plan and/ or curing the arrears
- 19 executing a Consent Order prepared by the Fund
- 20 making a lump sum payment and a monthly payment; and
- 21 returning the enclosed Information Subpoena

22 **ALL PROPOSALS FOR PAYMENT ARE SUBJECT TO APPROVAL BY THE
23 BOARD OF TRUSTEES.** If your failure to pay is found to be willful noncompliance, one or several of
24 the following may happen:

- 25 - your wages may be garnished;
- 26 - your personal assets may be seized;
- 27 - your tax refund, lottery or gambling winnings may be attached;
- 28 - a judgment may be docketed against you. This will act as a lien against any real
estate that you own and may adversely affect your ability to obtain loans or other forms of credit;
- involuntary enrollment in either the Sheriff's Labor Assistance or Enforced
Community Service Program as alternative to detention. (Cost to you: \$15 enrollment fee and \$2 per day
fee.)
- your driving privileges may be suspended

YOU MAY BE ABLE TO AVOID THESE ACTIONS IF YOU FOLLOW THE STEPS
OUTLINED ABOVE.

Please put your account number (CPF#) on any payment that you mail in to receive proper credit. Payments in the form of a check or money order can be mailed to the Post Office Box address on your letterhead. Payments can be made in person at New Jersey Lawyers' Fund for Client Protection between 8:30 a.m. and 4:30 p.m., Monday through Friday.

If you wish to discuss your case, to make payment arrangements, or if good reason exists for your failure to pay, please contact Ruby D. Cochran, Esquire at the New Jersey Lawyers' Fund for Client Protection within five (5) days of receipt of this notice at (609) 815-3043.

Sincerely,

___/S/___

Thomas Bartlett, Chief of
Collections, Administrative Office of the Courts

INFORMATION SUBPOENA ...

32. The second correspondence dated November 5, 2014, is described below. (SEE Attachment 27, Letter Dated November 5, 2014, Stating Kenneth F. Irek is Summoned to Appear Before a Hearing Officer).

The following is an excerpt of relevant portions of the Letter and Enclosures from the NJLFCP to Mr. Kenneth F. Irek, Plaintiff, dated November 5, 2014:

Letter: [Caption]

Re: New Jersey Lawyers' Fund for Client Protection v. Kenneth F. Irek

Docket No. MER-L-0005664-94; Judgment No. J-082161-95; our File No.:
CPF-520

Dear Mr. Irek

As I explained in my October 3, 2014 letter to you, the New Jersey Supreme Court has granted the New Jersey Lawyers' Fund for Client Protection the authority to enforce your obligations to pay the referenced Judgment through the Comprehensive Enforcement Program established by N.J.S.A. 2B:19-1 et seq.

As you have not responded to the Notice of Delinquency forwarded to you via first class and certified mail, enclosed are an original and one (1) copy of a Summons that requires you to appear on Friday, December 5, 2014 at 9:00 a.m. before a hearing Officer of the Superior Court of New Jersey, in Courtroom 1A, at the Mercer County Civil Courthouse, 175 South Broad Street, Trenton, New Jersey, for a Hearing to enforce your payment obligation.

If you have not already done so, please return the completed Information Subpoena.

NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION

By: /S/

Ruby D. Cochran

Deputy Counsel

Enclosure

Summons: [Caption]

New Jersey Lawyers' Fund for Client Protection,

Plaintiff

v

Kenneth F. Irek

9800 D Topanga Cyn Blvd. #26

Chatsworth, CA 91311

COMPREHENSIVE ENFORCEMENT PROGRAM

SUMMONS TO APPEAR FOR

ENFORCEMENT HEARING

Dear Sir:

You are hereby notified that you have **FAILED TO SATISFY A JUDGMENT ENTERED AGAINST YOU** in the Superior Court of New Jersey. Your **BALANCE** owed on this Judgment is \$4,100.00.

TAKE NOTICE: You may be charged with **CONTEMPT OF COURT** relative to your failure to make payments as directed toward your obligations. You are hereby summoned to appear in the Superior Court of New Jersey before Hearing Officer, at the **ENFORCEMENT COURT** on Friday, December 5, 2014 at 9:00 a.m. The location is Courtroom 1A, at the Mercer County Civil Courthouse, 175 South Broad Street, Trenton New Jersey.

At this hearing, one or more of the following enforcement sanctions may be applied:

- your wages may be garnished;
- your personal assets may be seized;
- your tax refund, lottery or gambling winnings may be attached;
- a judgment may be docketed against you. This will act as a lien against any real estate that you own and may adversely affect your ability to obtain loans or other forms of credit;

- involuntary enrollment in either the Sheriff's Labor Assistance or Enforced Community Service Program as an alternative to direct incarceration. (Cost to you: \$25 enrollment fee and \$8 per day fee.)

- suspension of driving privileges pursuant to N.J.S.A 2C:46-2.

You must appear at this hearing. Failure to appear may result in a Warrant for your arrest, or the entry of a default order for the relief requested by this application, or both. If you will need an interpreter during the hearing, call the New Jersey Lawyers' Fund for Client Protection at least two days before the hearing so that arrangements can be made to provide an interpreter for you.

You have the right to be represented by an attorney if you choose. **YOU ARE STRONGLY URGED TO BRING WITH YOU** any documents you feel may explain your failure to satisfy the above noted obligation and **BE PREPARED TO MAKE A PAYMENT AT THE TIME OF THE HEARING**. Any questions concerning the amount owed, should be addressed by contacting Ruby D. Cochran, Esq., at the New Jersey Lawyers' Fund for Client Protection, (609) 815-3043.

Sincerely,

/S/

Thomas Bartlett, Chief of Collections,

Administrative Office of the Courts

PLEASE NOTIFY COURT OF DISABILITY/ INTERPRETER ACCOMMODATION NEEDS.

33. The third correspondence dated January 9, 2015, is described below. (SEE Attachment 28, Letter Dated January 9, 2015, Stating a Consent Order was Entered Authorizing the NJLFCP to Pursue a Bench Warrant for the Arrest of Kenneth F. Irek).

The following is an excerpt of relevant portions of the Letter and Enclosures from the NJLFCP to Mr. Kenneth F. Irek, Plaintiff, dated January 9, 2015:

Letter: [Caption]

Re: New Jersey Lawyers' Fund for client Protection v. Kenneth F. Irek

Docket No. MER-L-0005664-94; Judgment No. J-082161-95; our File No.: CPF-520

Dear Mr. Irek:

Enclosed please find a copy of the Consent Order that was entered by the Court at the Comprehensive Enforcement Hearing on December 5, 2014.

This Consent Order authorizes us to pursue a Bench Warrant for your arrest. We have given you every opportunity to contact us and make payment arrangements on the amount due and

1 owing to the fund. If we do not hear from you within ten (10) days from the date of this letter, we will
2 forward the enclosed Order, together with a request for a Bench Warrant for your arrest to the proper
3 authorities. You will then only be released from incarceration upon the payment of \$150,00.

4 It is essential that you contact me within ten (10) days of the date of this letter to
5 resolve this issue. If I do not hear from you, then I will take the necessary steps to begin the above
6 process.

7 NEW JERSEY LAWYERS' FUND FOR
8 CLIENT PROTECTION

9 By: /S/ _____

10 Ruby D. Cochran

11 Deputy Counsel

12 RDC:sjb

13 Enclosure

14 Sent by regular mail and certified mail, r.r.r.

15 The following is an excerpt of relevant portions of the Judgment and Consent Order
16 entered December 5, 2014:

17 Judgment and Consent Order:

18 COMPREHENSIVE ENFORCEMENT PROGRAM [Caption]

19 New Jersey Lawyers' Fund for Client Protection

20 vs.

21 Kenneth F. Irek

22 Hearing Date: December 5, 2014

Judgment #: J-082161-95

23 This matter has been opened to the Comprehensive Enforcement Program by the New
24 Jersey Lawyers' Fund for Client Protection for an Order

25 Service upon which this order is based: XCertified Mail XSigned by ???

26 XRegular Mail XNot Returned

27 IT IS HEREBY ORDERED, that the Defendant pay to the New Jersey Lawyers' Fund
28 for Client Protection ("the Fund") the balance due of \$4,100.00

....

X A BENCH WARRANT for the Defendant is hereby recommended/ ordered. The
Defendant was properly noticed for court appearance and failed to appear (service noted above).
Defendant may be released from incarceration upon payment of \$150.00

I HEREBY DECLARE THAT I UNDERSTAND ALL PROVISIONS OF THIS RECOMMENDATION/ORDER.

Defendant: _____

This order is being entered in default. KENNETH F. IREK

Witness: _____

So recommended to the Court by the Hearing Officer.

Name: LISA LYNCH, ESQ.

Signature: ___/S/_____

LISA LYNCH, ESQ.

SO ORDERED by the Court:

Name:

Signature: ___/S/_____

William Anklowitz, J.S.C

34. The fourth correspondence dated March 30, 2015, is described below. (SEE Attachment 29, Letter Dated March 30, 2015, To Kenneth F. Irek, Stating A Bench Warrant was Issued for his Arrest w/ Photocopy of Signed Bench Warrant).

The following is an excerpt of relevant portions of the Letter and Enclosures from the NJLFCP to Mr. Kenneth F. Irek, Plaintiff, dated March 30, 2015:

Letter: [Caption]

Re: New Jersey Lawyers' Fund for client Protection v. Kenneth F. Irek

Docket No. MER-L-0005664-94; J-082161-95; Our File No.: CPF-520

Dear Mr. Irek:

The Superior Court of New Jersey has issued a Bench Warrant (photocopy enclosed) for your arrest as a result of your failure to appear for the enforcement hearing on December 5, 2014, to which you were summoned regarding the above referenced obligation to the New Jersey Lawyers' Fund for Client Protection.

The Fund will afford you a final opportunity to enter into a Consent Order for repayment before it forwards the Bench Warrant to the Los Angeles County Sheriff's Department for execution. You must return an executed Consent Order (which the Fund will generate after you propose a reasonable payment plan), an initial payment, and a completed Information Subpoena to this office on or before April 17, 2015, or the Fund will prosecute the Bench Warrant. Please call me at (609-815-3043 to discuss your case.

The Fund will afford you a final opportunity to pay the purge amount of \$150.00 set forth in the Bench Warrant before it forwards the Bench Warrant to the Sheriff's Department for

1 execution. The purge amount of \$150.00 must be paid on or before April 17, 2015, or the Fund will
2 prosecute the Bench Warrant.

3 NEW JERSEY LAWYERS'
4 FUND FOR CLIENT PROTECTION
5 By: /S/ _____
6 Ruby D. Cochran
7 Deputy Counsel

8 RDC:sjb
9 Enclosure
10 Sent by regular mail and certified mail, r.r.r.

11 The following is an excerpt of relevant portions of the Bench Warrant entered March 23,
12 2015:

13 Bench Warrant: [Caption]

14 New Jersey Lawyers' Fund for Client
15 Protection,
16 Plaintiff,
17 v.
18 Kenneth F. Irek
19 Defendant.

20 SUPERIOR COURT
21 OF NEW JERSEY
22 LAW DIVISION
23 MERCER COUNTY
24 DOCKET NO. MER-L-
25

26 TO: THE SHERIFF OF LOS ANGELES COUNTY, CA:
27 OR ANY OTHER AUTHORIZED PERSON

28 WHEREAS, by a certain Order made in the Superior Court of New Jersey, Law
Division, Civil Part on the 5th day of December, 2014, it was Ordered that a Warrant be issued for the
arrest of KENNETH F. IREK because of his failure to appear pursuant to a Summons to Appear for
Contempt of Court Hearing served by certified and regular mail on November 5, 2014, concerning his
failure to pay the obligation imposed by the Judgment referenced above.

THEREFORE, we command you to take KENNETH F. IREK between the hours
of 8:30 a.m. and 3:30 p.m. on Monday through Friday and safely and closely keep him in your custody in
the common jail of the County of Los Angeles until he shall be brought before the Honorable William
Anklowitz, J.S.C., Superior Court of New Jersey, Mercer County, or until said Court shall make Order to
the contrary.

EXHIBIT "A" - 21

UPON payment of \$150.00 in cash, money order or certified check, made payable to the New Jersey Lawyers' Fund for Client Protection, the defendant shall immediately be released from custody.

Dated: 3/23/15

/Sue Regan/

SUE REGAN

Deputy Clerk of the Court

Superior Court of New Jersey, Mercer County

35. The Plaintiff, living in California since 1994, did not attend any Enforcement Hearings in Trenton, New Jersey. NJLFCP continued their collection activity through letters, Consent Orders and Bench Warrants.

36. On or about the early part of 2017, Plaintiff became aware of the New Jersey Supreme Court's decision to vacate the disbarment of Michael A. Luciano (In re Luciano, 2016 BL 382847, N.J., No. D-63 September Term 2013, 11/16/16). Plaintiff began requesting records and documents from the New Jersey Supreme Court and its entities, on or about May 18, 2017, related to this Complaint, when Plaintiff called Denise McCollum at the Supreme Court Clerk's Office. (SEE Attachment 1, Records Requests to The New Jersey Supreme Court).

37. The records Defendant provided in response to the eight (8) Records Requests are contained in the body of this Complaint and in the attached Attachments and Exhibits.

38. Plaintiff filed additional Records Requests until 2020, when the record request responses by Defendant, upon review, were sufficient to indicate material errors and jurisdictional deficiencies that would support the filing of this Complaint.

INDEX of ATTACHMENTS

All ATTACHMENTS referenced in and attached to this Complaint shall be deemed an integral part hereof to the same extent as if written at length herein.

ATTACHMENT "1"

Records Request to The New Jersey Supreme Court

ATTACHMENT "6"

Letter Dated 5/14/1993 from Roger S. Steffens, Deputy Counsel, NJLFCP

ATTACHMENT "11"

Complaint - Docket No. L-5664-94, Superior Court of New Jersey, Law Division, Mercer County

EXHIBIT "A" - 22

- 1 ATTACHMENT "13"
- 2 Default Judgment - Docket No. L-5664-94, Superior Court of New Jersey, Mercer County
- 3
- 4 ATTACHMENT "14"
- 5 Dennis Poane, Esq. Correspondence with the Monmouth County Prosecutor's Office
- 6
- 7 ATTACHMENT "15"
- 8 Zontan and Cathleen Szatmary Attorney Grievance Form (unsigned)
- 9
- 10 ATTACHMENT "16"
- 11 Zontan and Cathleen Szatmary NJLFCP Statement of Claim
- 12
- 13 ATTACHMENT "17"
- 14 Testimony of Cathleen D. Szatmary Before District IX Ethics Committee
- 15
- 16 ATTACHMENT "18"
- 17 Supreme Court of New Jersey Order That Kenneth F. Irek be Disbarred
- 18
- 19 ATTACHMENT "19"
- 20 NJLFCP Subrogation Agreement with Zontan and Cathleen Szatmary
- 21
- 22 ATTACHMENT "20"
- 23 Request for Entry of Default, MER L 005664-94
- 24
- 25 ATTACHMENT "21"
- 26 Letter Dated April 18, 1995 To Kenneth Irek with Default Judgment
- 27
- 28 ATTACHMENT "22"
- Letter Dated April 24, 2000, To Kenneth Irek Stating the NJLFCP Judgment Against Him Would Be Enforced Through the CEP).
- ATTACHMENT "23"
- Legislative History of Comprehensive Enforcement Program

ATTACHMENT "24"

Supreme Court Order Extending Time The NJLFCP Is Authorized to Use the CEP

ATTACHMENT "25"

List of Letters to Plaintiff Regarding Use of the CEP

ATTACHMENT "26"

Letter Dated October 3, 2014, Stating Kenneth F. Irek is Delinquent in Making Payments on the Repayment Plan

ATTACHMENT "27"

Letter Dated November 5, 2014, Stating Kenneth F. Irek is Summoned to Appear Before a Hearing Officer

ATTACHMENT "28"

Letter Dated January 9, 2015, Stating a Consent Order was Entered Authorizing the NJLFCP to Pursue a Bench Warrant for the Arrest of Kenneth F. Irek

ATTACHMENT "29"

Letter Dated March 30, 2015, To Kenneth F. Irek, Stating A Bench Warrant was Issued for His Arrest w/ Photocopy of Signed Bench Warrant

#

MER-L-2022-20
In re (S) NJ Lawyers Fund

ATTACHMENT "1"

Records Requests to The New Jersey Supreme Court

Preliminary Request 05/18/2017

Attachment 1-A

KENNETH F IREK
8330 Haskell Avenue
Apt 226
North Hills, California 91343
kennyirek@gmail.com
818-233-9259

May 18, 2017

New Jersey Supreme Court
Clerk's Office
Attn: Denise McCollum
RJ Hughes Justice Complex
PO Box 970
Trenton, NJ 08625-0970

RE: Copy of Court Record
Docket # D-112-92

Dear Ms. McCollum:

Pursuant to our recent conversation, this letter is a request for a copy of the complete record of the disbarment case titled:

In The Matter of Kenneth F. Irek, an Attorney at Law
The Supreme Court of New Jersey
May 13, 1993
132 NJ 203 (1993)
623A.2d 1378
Disciplinary Review Board Docket No. DRB 92-382
("Recommendation for public discipline", filed by the District IX Ethics Committee)

Please advise the cost for producing and sending these documents and I will remit a cashier's check to your attention. Thank you.

Kenneth F. Irek
8330 Haskell Avenue
Apt 226
North Hills, California 91343
Phone 818-233-9259
Fax 866-309-9505

KENNETH F IREK
8330 Haskell Avenue
Apt 226
North Hills, California 91343
kennyirek@gmail.com
818-233-9259

May 18, 2017

New Jersey Supreme Court
Clerk's Office
Attn: Denise McCollum
RJ Hughes Justice Complex
PO Box 970
Trenton, NJ 08625-0970

RE: Copy of Court Record
Docket # D-112-92

Dear Ms. McCollum:

Pursuant to our recent conversation, this letter is a request for a copy of the complete record of the disbarment case titled:

In The Matter of Kenneth F. Irek, an Attorney at Law
The Supreme Court of New Jersey
May 13, 1993
132 NJ 203 (1993)
623A.2d 1378

Disciplinary Review Board Docket No. DRB 92-382
("Recommendation for public discipline", filed by the District IX Ethics Committee)

Please advise the cost for producing and sending these documents and I will remit a cashier's check to your attention. Thank you.

Kenneth F. Irek
8330 Haskell Avenue
Apt 226
North Hills, California 91343
Phone 818-233-9259
Fax 866-309-9505

Dear Mr. Irek:

I was able to locate the disciplinary file on microfilm. The documents included:

- Order and DRB Decision – 5 pages
- Transcript of DRB Hearing 4 pages
- Hearing Panel Report + Exhibits 15 pages
- Hearing Transcript of 7/29/1992 – 26 pages

If you wish to obtain the copies, please remit a check or money order in the amount of \$2.50, payable to "Treasurer, State of New Jersey" and send to my attention at: Supreme Court Clerk's Office, POB 970, Trenton, NJ 08625.

Denise McCollum, Admin. Specialist 3
 Supreme Court Clerk's Office
 Attorney Disciplinary/Legal Unit
 Phone 609-815-2955 Ext. 52447 * (new)
 Email denise.mccollum@njcourts.gov

UNITED STATES POSTAL SERVICE

Serial Number: 24597976094

POSTAL MONEY ORDER

Date: 2017-08-02 Post Office: 91330

U.S. Dollars and Cents: \$2.50

Amount: Two Dollars and 50/100 *****

NOT VALID OVER \$50.00

Pay to: **TREASURER, STATE OF NEW JERSEY** Clerk

Address: **SUPREME CT CLERK, PO BOX 970, TRENTON, NJ**

Memo: **COPY Fee**

From: **KENNETH IREK**

Address: **8330 HASKELL Ave, NORTH HILLS, CA 913**

© 2008 United States Postal Service. All Rights Reserved.


0000080021

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIO

24597976094

1st Records Request 10/30/2017

Attachment 1-B

 <p>New Jersey Judiciary Records Request Form</p>		Request Date 10/30/2017	Preferred Delivery <input type="checkbox"/> Pick Up <input type="checkbox"/> US Mail <input type="checkbox"/> On Site Inspection <input checked="" type="checkbox"/> Fax <input type="checkbox"/> Email
		Request Needed By 11/20/2017	
Part A: Requestor Identification			
Last Name Irek	Middle Initial F	First Name Kenneth	
Address 8330 Haskell Avenue, Apt 226		Daytime Telephone (Include area code) 818-233-9259 ext.	
City North Hills	State CA	Zip Code 91343	Fax/Email (optional) 866-411-6651
Part B: Records Request Processing Location			
Please select one of the locations below to process your records request.			
County _____	<input type="checkbox"/> Appellate Division Clerk's Office	<input type="checkbox"/> Office of the Administrative Director	
Division _____	<input checked="" type="checkbox"/> Supreme Court Clerk's Office	<input type="checkbox"/> Municipal Court _____	
<input type="checkbox"/> Superior Court Clerk's Office	<input type="checkbox"/> Tax Court Clerk's Office	<input type="checkbox"/> Other _____	
Part C: Case Identification			
Case Name NJ Lawyer's Fund for Client Protection v Kenneth F. Irek		Docket/Complaint/Ticket Number* MER-L-0005664-94; J-082161-95	
*In Criminal and Municipal Cases, if you do not know the docket number, please provide Defendant's information:			
Defendant Name and alias(es), if any N/A		Defendant Birth Date	Last 4 digits of Defendant's Social Security Number
Indictment/Arrest Date	Indictment/Accusation/Complaint/Municipal Number	Appeal Number	Sentencing Date
Name of Sentencing Judge			
Part D: Records Requested by Division			
Please describe records requested as completely as possible. Include any case numbers, dates and names of individuals involved. Attach additional pages if necessary.			
1) Records related to New Jersey Lawyers Fund - Docket/ Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520 (NJLF for Client Protection v. Kenneth F. Irek), specifically:			
a) Signed "Statement of Claim" of Cathleen D. Szatmary, that was filed with the NJLF and was the basis for the \$5,000 NJLF claim against Respondent, Kenneth F. Irek;			
b) Any and all Supplemental Statement forms, affidavits, proofs, or other writings presented by claimant Cathleen D. Szatmary, in the above-captioned matter;			
c) The NJLF staff's written Agenda for the Board of Trustees, that included the claim by Cathleen D. Szatmary against Respondent Kenneth F. Irek, in the sum of \$5,000;			
d) All documents, reports, writings or other objects used by the NJLF Trustees in granting claimant, Cathleen D. Szatmary \$5,000 from the Fund;			
e) any and all other documents, reports, writings, forms, minutes of hearings or other objects that are related to this Matter, in any way, and are a part of the record.			
Part E: Copy Fees			
Copy Fees: 5¢ per page letter size 7¢ per page legal size	Special Copy Requests - Additional fees will be charged <input type="checkbox"/> Seal only <input type="checkbox"/> Certified with Seal <input type="checkbox"/> Certified without Seal <input type="checkbox"/> Exemplified (includes Seal)		Are you a named party or attorney in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
For Judiciary Use Only			
Disposition <input type="checkbox"/> Delivered <input type="checkbox"/> Denied <input type="checkbox"/> Unavailable		Disposition Date	
If request is denied or records are unavailable, explain here. Attach additional pages if necessary.			

2nd Records Request 1/23/2018

Attachment 1-C

KENNETH F IREK
8330 Haskell Avenue
Apt 226
North Hills, California 91343

January 23, 2018

RJ Hughes Justice Complex
PO Box 970
Supreme Court Clerk's Office
Trenton, NJ 08625-0970

RE: Records Request Form

Docket / Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520


Dear Sir or Madam:

Enclosed please find a Records Request Form, dated 1/23/2018, requested by Kenneth F Irek.

Thank you.

Kenneth F. Irek

8330 Haskell Avenue
Apt 226
North Hills, California 91343

		<p style="text-align: center;">New Jersey Judiciary Records Request Form</p>		Request Date 1/23/2018	Preferred Delivery <input type="checkbox"/> Pick Up <input type="checkbox"/> US Mail <input type="checkbox"/> On Site Inspection <input checked="" type="checkbox"/> Fax <input type="checkbox"/> Email
				Request Needed By 2/20/2018	
Part A: Requestor Identification					
Last Name Irek		Middle Initial F	First Name Kenneth		
Address 8330 Haskell Avenue, Apt 226				Daytime Telephone (Include area code) 818-233-9259 ext.	
City North Hills		State CA	Zip Code 91343	Fax/Email (optional) 866-411-6651	
Part B: Records Request Processing Location					
Please select one of the locations below to process your records request.					
County _____		<input type="checkbox"/> Appellate Division Clerk's Office		<input type="checkbox"/> Office of the Administrative Director	
Division _____		<input checked="" type="checkbox"/> Supreme Court Clerk's Office		<input type="checkbox"/> Municipal Court _____	
<input type="checkbox"/> Superior Court Clerk's Office		<input type="checkbox"/> Tax Court Clerk's Office		<input type="checkbox"/> Other _____	
Part C: Case Identification					
Case Name NJ Lawyer's Fund for Client Protection v Kenneth F. Irek				Docket/Complaint/Ticket Number* MER-L-0005664-94; J-082161-95	
*In Criminal and Municipal Cases, if you do not know the docket number, please provide Defendant's information:					
Defendant Name and alias(es), if any N/A			Defendant Birth Date	Last 4 digits of Defendant's Social Security Number	
Indictment/Arrest Date	Indictment/Accusation/Complaint/Municipal Number	Appeal Number	Sentencing Date	Name of Sentencing Judge	
Part D: Records Requested by Division					
Please describe records requested as completely as possible. Include any case numbers, dates and names of individuals involved. Attach additional pages if necessary.					
1) Records related to New Jersey Lawyers Fund - Docket/ Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520 (NJLF for Client Protection v. Kenneth F. Irek), specifically:					
a) The NJLF staff's written Agenda for the Board of Trustees, that included the claim by Cathleen D. Szatmary against Respondent Kenneth F. Irek, in the sum of \$5,000;					
b) The minutes of the meeting of the Trustees of the NJ Lawyers Fund, prepared by the secretary pursuant to NJLFCP Rule 2.2(d), specifically the separate file kept for the claim of Cathleen D. Szatmary against Kenneth F. Irek, on or about between 1991 and 1994.					
c) All documents, reports, writings or other objects used by the NJLFCP Trustees in granting claimant, Cathleen D. Szatmary \$5,000 from the Fund;					
d) any and all other documents, reports, writings, forms, minutes of hearings or other objects that are related to this Matter, in any way, and are a part of the record.					
e) List of the titles and qualifications for all the employees of the NJLFCP.					
f) All documents and correspondences relating to collecting \$5,000 from Kenneth Irek, # CPF-520, from 1994 to 2018.					
Part E: Copy Fees					
Copy Fees: 5¢ per page letter size 7¢ per page legal size		Special Copy Requests - Additional fees will be charged <input type="checkbox"/> Seal only <input type="checkbox"/> Certified with Seal		<input type="checkbox"/> Certified without Seal <input type="checkbox"/> Exemplified (includes Seal)	
				Are you a named party or attorney in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
For Judiciary Use Only					
Disposition <input type="checkbox"/> Delivered <input type="checkbox"/> Denied <input type="checkbox"/> Unavailable			Disposition Date		
If request is denied or records are unavailable, explain here. Attach additional pages if necessary.					

3rd Records Request 1/4/2019

Attachment 1-D

KENNETH F IREK
8330 Haskell Avenue
Apt 226
North Hills, California 91343

January 04, 2019

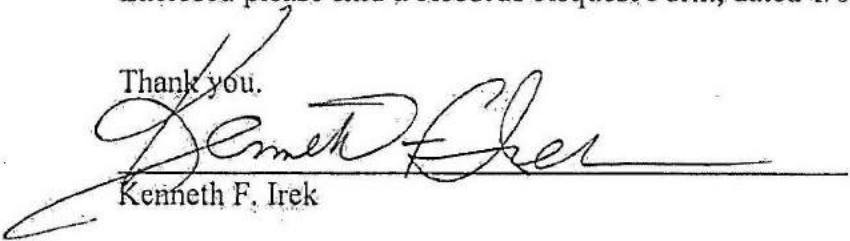
RJ Hughes Justice Complex
Supreme Court Clerk's Office
PO Box 970
Trenton, NJ 08625-0970

RE: New Jersey Judiciary Records Request w/ Attachment "A"
Docket / Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520

Attn: Vera

Enclosed please find a Records Request Form, dated 1/04/2019, requested by Kenneth F Irek.

Thank you.


Kenneth F. Irek

8330 Haskell Avenue
Apt 226
North Hills, California 91343

CC: Ruby D. Cochran
Daniel R. Hendi
Edward T. Ehler
Michael T. McCormick
Katherine D. Hartman
Honorable Stuart Rabner, Chief Justice of the Supreme Court of New Jersey

NJ Judiciary Records Request Form
Requestor: Kenneth F Irek
Attachment "A" Continuation

ATTACHMENT "A"
Continuation of
New Jersey Judiciary Records Request Form, Part D: Records Requested by Division
Dated 1/04/2019

1) *Records related to New Jersey Lawyers Fund - Docket/ Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520 (NJLF for Client Protection v. Kenneth F. Irek), specifically:*

- a) The NJLF staff's written Agenda for the Board of Trustees, that included the claim by Cathleen D. Szatmary against Respondent Kenneth F. Irek, in the sum of \$5,000;
- b) The minutes of the meeting of the Trustees of the NJ Lawyers Fund, prepared by the secretary, or other designated agent, pursuant to NJLFCP Rule 2.2(d), specifically the separate file kept for the claim of Cathleen D. Szatmary against Kenneth F. Irek, on or about between 1991 and 1994.
- c) All documents, reports, writings or other materials, from any source, used by the NJLFCP Trustees in granting claimant, Cathleen D. Szatmary, \$5,000 from the Fund in the matter against Kenneth F. Irek;
- d) Any and all other documents, reports, writings, forms, minutes of hearings or other objects that are related to this Matter, in any way, and are a part of the decision to grant claimant, Cathleen D. Szatmary, \$5,000 from the Fund in the matter against Kenneth F. Irek;
- e) List of the titles and qualifications for all the employees of the NJLFCP, during the period between 1991 and 1994.
- f) All documents and correspondences relating to the collection activity as assignee of the rights, claims and interests of Cathleen Szatmary, who was paid \$5,000 from the New Jersey Lawyers' Fund for Client Protection, pursuant to the allegations contained in Docket # MER-L-005664-94 Civil Action COMPLAINT, dated December 21, 1994, signed by Michael T. McCormick, Deputy Counsel for the Plaintiff, NJLFCP (also # CPF-520), from 1994 to 2018, including, but not limited to:
 - (i) All documents, correspondences and other items from NJLFCP counsel Ruby Cochran to Kenneth Frank Irek, or relating to Kenneth Frank Irek (Records Requestor), including but not limited to Judgments, Consent Orders, Bench Warrants, demands for payment, correspondence related to the NJ Comprehensive Enforcement Program, and liens;
 - (ii) All documents, court filings, investigations, and records signed or prepared by Michael T. McCormick, Senior Counsel relating to Kenneth Frank Irek (Records Requestor);
 - (iii) All documents, court filings, investigations, and records signed or prepared by Daniel R. Hendi, NJLFCP counsel, relating to Kenneth Frank Irek (Records Requestor);

NJ Judiciary Records Request Form

Requestor: Kenneth F Irek

Attachment "A" Continuation

(iv) All records from any hearing, investigation, testimony, interview or other event that may have occurred between May 29, 1990 and on or about 1996, including but not limited to:

(a) All contact whatsoever, with Dennis Poane, Esq, NJ Attorney ID 019251977, claimant Cathleen Szatmary's retained legal counsel; including but not limited to in-person meetings, telephone conversations and/ or written correspondence.

(b) All contact whatsoever, with Cathleen Szatmary, claimant; including but not limited to in-person meetings, telephone conversations and/ or written correspondence.

(c) All contact whatsoever, with Zontan J. Szatmary, spouse of Cathleen Szatmary and co-claimant; including but not limited to in-person meetings, telephone conversations and/ or written correspondence.

(d) All Contact whatsoever, with Fran Donahue, realtor representing Respondent's company, Kirex Development Co, Inc; including but not limited to in-person meetings, telephone conversations and/ or written correspondence.

#

NOTHING FURTHER

4th Records Request 2/18/2019

Attachment 1-E

KENNETH F IREK
8330 Haskell Avenue
Apt 226
North Hills, California 91343

February 18, 2019

RJ Hughes Justice Complex
Superior Court Clerk's Office
PO Box 971
Trenton, NJ 08625-0971

RE: New Jersey Judiciary Records Request w/ Attachment "A"
Docket / Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520
Law Division, Civil Part
Mercer County

Clerk of Superior Court:

Enclosed please find a Records Request Form, dated 2/18/2019, requested by Kenneth F Irek.

Thank you.

Kenneth F. Irek

8330 Haskell Avenue
Apt 226
North Hills, California 91343

cc: Court Clerk, Mercer County Civil Courthouse
175 South Broad St
Trenton, NJ 08650-0068
Michelle M. Smith, Clerk of Superior Court
Ruby D. Cochran
Daniel R. Hendi
Douglas E. Burry
Michael T. McCormick
Douglas H. Amster, Trustee, Acting Chair
Honorable Stuart Rabner, Chief Justice of the Supreme Court of New Jersey



New Jersey Judiciary Records Request Form

Request Date

02/18/2019

Request Needed By

03/15/2019

Preferred Delivery

- Pick Up
- US Mail
- On Site Inspection
- Fax
- Email

Part A: Requestor Identification

Last Name Irek		First Name Kenneth		Middle Initial F
Address 8330 Haskell Avenue, Apt 226			Daytime Telephone (Include area code) (818) 233-9259 ext.	
City North Hills	State CA	Zip Code 91343	Fax/Email (optional) 866-411-6651	

Part B: Records Request Processing Location

Please select one of the locations below to process your records request.

County <u>Mercer</u>	<input type="checkbox"/> Appellate Division Clerk's Office	<input type="checkbox"/> Office of the Administrative Director
Division <u>Civil</u>	<input type="checkbox"/> Supreme Court Clerk's Office	<input type="checkbox"/> Municipal Court _____
<input checked="" type="checkbox"/> Superior Court Clerk's Office	<input type="checkbox"/> Tax Court Clerk's Office	<input type="checkbox"/> Other _____

Part C: Case Identification

Case Name NJ Lawyer's Fund for Client Protection v Kenneth F. Irek		Docket/Complaint/Ticket Number* MER -L-0005664-94; J-082161-95	
*In Criminal and Municipal Cases, if you do not know the docket number, please provide Defendant's information: Defendant Name and alias(es), if any N/A		Defendant Birth Date	Last 4 digits of Defendant's Social Security Number
Indictment/Arrest Date	Indictment/Accusation/ Complaint/Municipal Number	Appeal Number	Sentencing Date
Name of Sentencing Judge			

Part D: Records Requested by Division

Please describe records requested as completely as possible. Include any case numbers, dates and names of individuals involved. Attach additional pages if necessary.

1) Records related to Superior Court of New Jersey Comprehensive Enforcement Program proceedings for failure to make payments to New Jersey Lawyers Fund - Docket/ Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520 (NJLF for Client Protection v. Kenneth F. Irek), specifically:

SEE ATTACHMENT "A", Continuation of NJ Judiciary Records Request Form, Part D: Records Requested by Division

#

NOTE - Delivery of requested documents can be by fax or US mail.

Part E: Copy Fees

Copy Fees: 5¢ per page letter size 7¢ per page legal size	Special Copy Requests - Additional fees will be charged <input type="checkbox"/> Seal only <input type="checkbox"/> Certified with Seal	<input type="checkbox"/> Certified without Seal <input type="checkbox"/> Exemplified (includes Seal)	Are you a named party or attorney in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---	---	--

For Judiciary Use Only

Disposition <input type="checkbox"/> Delivered <input type="checkbox"/> Denied <input type="checkbox"/> Unavailable	Disposition Date
--	------------------

If request is denied or records are unavailable, explain here. Attach additional pages if necessary.

For Tax Court Records return this form to: txctrecords.mailbox@njcourts.gov
 For all other requests return this form to: SCCO.Mailbox@njcourts.gov

ATTACHMENT "A"

Continuation of

**New Jersey Judiciary Records Request Form, Part D: Records Requested by Division
Dated 2/18/2019**

1) *Records related to New Jersey Lawyers Fund - Docket/ Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520 (NJLF for Client Protection v. Kenneth F. Irek), including but not limited to:*

a) All documents, correspondences and other items issued on behalf, or at the request of, the New Jersey Lawyers' Fund For Client Protection, under the New Jersey Comprehensive Enforcement Program, relating to Kenneth Frank Irek (Records Requestor), including but not limited to correspondence, Judgments, Consent Orders, Bench Warrants, demands for payment, and liens;

b) All documents, correspondences, court records, dockets, correspondence by Certified Mail, hearing dates, Arrest Warrants sent to the Sheriff of Los Angeles County, failure to appear notices, and other items, relating to Kenneth Frank Irek (Records Requestor).

c) All documents, correspondences, court records, Affidavits in Support of Request for Default, Certifications of Proof, Affidavits of Inquiry in Support of Request to Enter Default Judgment, Summons, Information Subpoenas, Notice of Delinquency, and other items, which were relied upon, entered as proof or otherwise related to the issue of any Bench Warrants, Liens, Summons to Appear for Enforcement Hearing, relating to Kenneth Frank Irek (Records Requestor).

#

NOTHING FURTHER

5th Records Request 7/27/2019

Attachment 1-F

KENNETH F IREK
8330 Haskell Avenue
Apt 226
North Hills, California 91343

July 27, 2019

NJ Lawyers' Fund for Client Protection
PO Box 961
Trenton, NJ 08625-0961
Attn: Daniel R. Hendi, Director

RE: New Jersey Judiciary Records Request w/ Attachment "A"
Docket / Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520

Daniel R. Hendi:

Attached please find a Records Request Form, dated 7/27/2019, w/ Attachment "A", that was mailed, via US Priority Mail to:

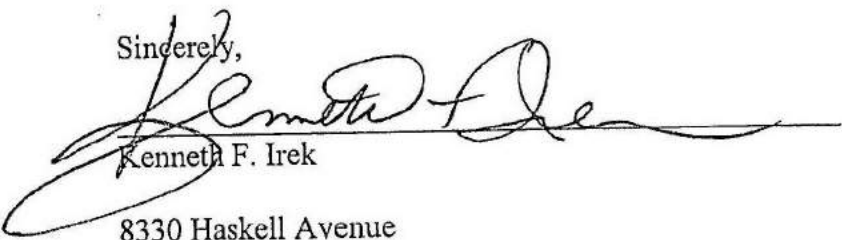
Daniel R. Hendi
NJ Lawyers' Fund for Client Protection
PO Box 961
Trenton, NJ 08625-0961

Your cover letter accompanying your response to my Third Records Request form, stated that I owe the Fund a balance of \$2,500 (Encl. 1). This Records Request requires production of All records pertaining to the assessment, collection and payments of the original "Judgment" that resulted in my owing \$2,500 as of March 5, 2019.

Additionally, identical copies of this Records Request have been sent to the following:
cc:

Heather Joy Baker, Clerk of Supreme Court
Honorable Stuart Rabner, Chief Justice of the Supreme Court of New Jersey
Joseph Severino, Treasurer, NJLFCP
Ruby D. Cochran
Michael T. McCormick

Sincerely,


Kenneth F. Irek

8330 Haskell Avenue
Apt 226
North Hills, California 91343



New Jersey Judiciary Records Request Form

Request Date

07/27/2019

Request Needed By

08/26/2019

Preferred Delivery

- Pick Up
- US Mail
- On Site Inspection
- Fax
- Email

Part A: Requestor Identification

Last Name Irek		First Name Kenneth		Middle Initial F
Address 8330 Haskell Avenue, Apt 226			Daytime Telephone (Include area code) (818) 233-9259 ext.	
City North Hills	State CA	Zip Code 91343	Fax/Email (optional) 866-411-6651	

Part B: Records Request Processing Location

Please select one of the locations below to process your records request.

County _____	<input type="checkbox"/> Appellate Division Clerk's Office	<input type="checkbox"/> Office of the Administrative Director
Division _____	<input checked="" type="checkbox"/> Supreme Court Clerk's Office	<input type="checkbox"/> Municipal Court _____
<input type="checkbox"/> Superior Court Clerk's Office	<input type="checkbox"/> Tax Court Clerk's Office	<input type="checkbox"/> Other _____

Part C: Case Identification

Case Name NJ Lawyer's Fund for Client Protection v Kenneth F. Irek		Docket/Complaint/Ticket Number* MER -L-0005664-94; J-082161-95	
*In Criminal and Municipal Cases, if you do not know the docket number, please provide Defendant's information: Defendant Name and alias(es), if any N/A		Defendant Birth Date	Last 4 digits of Defendant's Social Security Number
Indictment/Arrest Date	Indictment/Accusation/ Complaint/Municipal Number	Appeal Number	Sentencing Date
Name of Sentencing Judge			

Part D: Records Requested by Division

Please describe records requested as completely as possible. Include any case numbers, dates and names of individuals involved. Attach additional pages if necessary.

1) Records related to New Jersey Lawyers Fund - Docket/ Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520 (NJLF for Client Protection v. Kenneth F. Irek), specifically:

SEE ATTACHMENT "A", Continuation of NJ Judiciary Records Request Form, Part D: Records Requested by Division

#

NOTE - Delivery of requested documents can be by fax or US mail.

Part E: Copy Fees

Copy Fees: 5¢ per page letter size 7¢ per page legal size	Special Copy Requests - Additional fees will be charged <input type="checkbox"/> Seal only <input type="checkbox"/> Certified with Seal	<input type="checkbox"/> Certified without Seal <input type="checkbox"/> Exemplified (includes Seal)	Are you a named party or attorney in this case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---	---	--

For Judiciary Use Only

Disposition <input type="checkbox"/> Delivered <input type="checkbox"/> Denied <input type="checkbox"/> Unavailable	Disposition Date
--	------------------

If request is denied or records are unavailable, explain here. Attach additional pages if necessary.

For Tax Court Records return this form to: txctrecords.mailbox@njcourts.gov
For all other requests return this form to: SCCO.Mailbox@njcourts.gov

**ATTACHMENT "A"
Continuation of**

**New Jersey Judiciary Records Request Form, Part D: Records Requested by Division
Dated 7/27/2019**

1) *Records related to New Jersey Lawyers Fund - Docket/ Judgment No. MER-L-0005664-94; J-082161-95; NJLF File CPF-520 (NJLF for Client Protection v. Kenneth F. Irek), including but not limited to:*

a) All documents, correspondences and other items issued by the New Jersey Lawyers Fund to Kenneth Frank Irek, regarding payment obligations to the New Jersey Lawyers' Fund for Client Protection originating from Judgment No. J-082161-95, dated March 22, 1995.

b) All documents and records, including digital accounting records, regarding the receipt of payments of the "payment obligation" to the New Jersey Lawyers' Fund for Client Protection originating from Judgment No. J-082161-95, dated March 22, 1995.

c) All documents, records, accounting balances, including digital accounting records, indicating the amount owed by Kenneth Frank Irek, to the New Jersey Lawyers Fund, as of July 27, 2019.

#

NOTHING FURTHER

**NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION**

TRUSTEES

DOUGLAS H. AMSTER, CHAIR
JOSEPH SEVERINO, TREASURER
DEBORAH A. ROSE
SUPTI BHATTACHARYA
STUART J. LIEBERMAN
CARMEN CORTES-SYKES
WILLIAM TRIMMER

ASSISTANT TREASURER
SHELLÉY R. WEBSTER

[HTTPS://WWW.NJCOURTS.GOV/ATTORNEYS/CPF.HTML](https://www.njcourts.gov/attorneys/cpf.html)

COURIER & OVERNIGHT:
HUGHES JUSTICE COMPLEX
25 MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, NJ 08611



PO Box 961
TRENTON, NJ 08625-0961

March 5, 2019

DIRECTOR & COUNSEL
DANIEL R. HENDI

DEPUTY DIRECTOR
MICHAEL T. MCCORMICK

SENIOR COUNSEL
DOUGLAS E. BURRY

**BOARD SECRETARY &
DEPUTY COUNSEL**
RUBY D. COCHRAN

BILLING SUPERVISOR
CARLA COUSINS

PHONE: 855-533-FUND
OUTSIDE NJ: 609-815-3030
FAX: (609) 815-2935

Mr. Kenneth F. Irek
Apartment 226
8330 Haskell Avenue
North Hills, CA 91343

Re: NJ Lawyers' Fund for Client Protection v. Kenneth Irek
Docket No. MER-L-5664; Judgment No. J-082161-95
Our File No. CPF-520

Dear Mr. Irek:

I am replying to your "Third Records Request Form".

Our office looked into your two prior requests to ascertain whether we responded to you and, indeed, we had.

The first request was provided by Ms. Ruby Cochran of my staff on or about November 30, 2017, (copy of letter without attachments is enclosed). The second request was sent out for delivery on January 31, 2019, but there was an error in the envelope where the address was listed as apartment "26" instead of your number "226". I truly apologize for that error. Nonetheless, when the error came to our attention, on February 28, 2019, the package was re-mailed to you at the correct address: "8330 Haskell Avenue, Apt. 226, North Hills, CA 91343". A copy of the letter enclosing the materials requested is enclosed without the attachments, as well as the original letter of January 31, 2019.

At this point in time, you owe the Fund a balance of \$2,500.

(Encl.1)

Mr. Kenneth F. Irek
March 5, 2019
Page - 2 -

If I can be of further assistance, please do not hesitate to contact me.

Sincerely Yours,

NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION

By: 

Daniel R. Hendi
Director and Counsel

DRH/cjo
Enclosures

(Encl. 1)

6th Records Request 8/1/2019

Attachment 1-G

KENNETH F IREK
8330 Haskell Avenue
Apt 226
North Hills, California 91343

August 1, 2019

Office of Attorney Ethics
PO Box 963
Trenton, NJ 08625
Attn: Charles Centinaro, Director

RE: New Jersey Judiciary Records Request w/ Attachment "A"
Docket No. DRB92-382

Charles Centinaro, Director:

Attached please find a Records Request Form, dated 8/01/2019, w/ Attachment "A", that was mailed, via US Priority Mail to:

Office of Attorney Ethics
PO Box 963
Trenton, NJ 08625
Attn: Charles Centinaro, Director

Additionally, identical copies of this Records Request have been sent to the following:
cc:

Heather Joy Baker, Clerk of Supreme Court
Honorable Stuart Rabner, Chief Justice of the Supreme Court of New Jersey
Disciplinary Review Board of New Jersey

Sincerely,


Kenneth F. Irek

8330 Haskell Avenue
Apt 226
North Hills, California 91343

NJ Judiciary Records Request FormRequestor: Kenneth F. Irek
Attachment "A" Continuation**ATTACHMENT "A"****Continuation of****New Jersey Judiciary Records Request Form, Part D: Records Requested by Division
Dated 8/01/2019**

1) *Records related to District IX Ethics Committee Docket No. IX-91-4E, including but not limited to:*

- a) Copy of "District Ethics Committee Manual" used in the above-captioned Ethics Committee Panel Hearing held on Wednesday, July 29, 1992.
- b) Storage location of the original stenographic notes of the proceedings in the above-entitled matter that were taken by and before KATHLEEN M. CASSIDY, CSR, a Certified Shorthand Reporter and Notary Public of New Jersey, in the office of GAUGHRAN & STEIB, ESQs., 1275 Highway 35, Box 4150, Middletown, NJ 07748, on Wednesday, July 29, 1992, commencing at 10:15 in the forenoon.
- c) Any training given, sponsored, or contracted by the New Jersey Supreme Court, or any Board, Committee, or other organization controlled by the New Jersey Supreme Court, related to understanding New Jersey Rules of Professional Conduct, taken by Richard M. Keil, Robert J. Gaughran, James H. Moody, and/or Robert M. Flanagan.
- d) All documents related to the request(s) for appearance of witnesses, before this Committee, including witnesses that did not appear.
- e) All documents related to the decision to request or not request additional testimony and/ or evidence, after this Committee hearing on Wednesday, July 29, 1992.
- f) Copy of New Jersey Rules of Professional Conduct, *R.P.C. 8.4 (c) and R.P.C. 1.15 (b)*, that were in effect on Wednesday, July 29, 1992, and used in this Committee hearing.

2) *Records related to District IX Ethics Committee Docket No. IX-91-4E, "Hearing Panel Report Recommending Public Discipline", dated 8/5/1992, signed by Richard M. Keil, Esq., Chair, NJ State Bar ID 002251973, including but not limited to:*

- a) All documents relating to the definition of "Fiduciary Capacity" as stated in this Report written by Richard M. Keil, as applied to Count One.
- b) Documents containing the Formal Complaint, and /or Counts of violations of the NJ RPC, used in this Hearing.

3) *Records related to Disciplinary Review Board Docket No. DRB 92-382, including but not limited to:*

- a) Storage location of the original stenographic notes of the proceedings in the above-entitled matter that were taken by and before DEBBIE GRESAVAGE, Legal Transcription Service, 34 Kenwood Terrace, Trenton, NJ 08610, the assigned

7th Records Request 09/24/2020

Attachment 1-H

KENNETH F IREK
8330 Haskell Avenue, Apt 226
North Hills, California 91343

September 24, 2020

NJ Lawyers' Fund for Client Protection
PO Box 961
Trenton, NJ 08625-0961
Attn: Michael T. McCormick, Deputy Director NJLFCP

RE: Records Request Form dated 09/24/2020

Michael T. McCormick, Deputy Director:

Attached please find a COPY of a Records Request form dated September 24, 2020, sent to Daniel R. Hendi, Director of the NJLFCP.

Sincerely,

Kenneth F. Irek

8330 Haskell Avenue
Apt 226
North Hills, California 91343

Additionally, identical copies of this Records Request have been sent to the following:
cc:

- Michelle M. Smith, Clerk of Supreme Court
- Honorable Stuart Rabner, Chief Justice of the Supreme Court of New Jersey
- Joseph Severino, Treasurer, NJLFCP
- Daniel R. Hendi, Director & Counsel
- Michael T. McCormick, Deputy Director
- Ruby D. Cochran, Board Secretary & Deputy Counsel

ATTACHMENT “2”

Rule 1:28 of the Rules Governing the Courts of
the State of New Jersey

RULE 1:28. New Jersey Lawyers Fund For Client Protection

1:28-1. Purpose; Administration; Appointments

(a) Administration. The Supreme Court shall appoint seven trustees to administer and operate, in accordance with these rules, the New Jersey Lawyers' Fund for Client Protection, whose purpose is the reimbursement, to the extent and in the manner provided by these rules, of losses caused by the dishonest conduct of members of the bar of this State.

(b) Qualification, Terms of Trustees. The original appointment shall be of one trustee for a one-year term, one for a 2-year term, one for a 3-year term, one for a 4-year term and one for a 5-year term. At the expiration of such terms all subsequent appointments shall be for a term of 5 years, and no trustee who has served a full 5-year term shall be eligible for immediate reappointment. A vacancy occurring during a term shall be filled for the unexpired portion thereof. Five trustees shall be members of the bar of this State; and two members shall not be attorneys.

(c) Organization; Meetings. The trustees shall organize annually and shall then elect from among their number a chair and a treasurer to serve for a one-year term and such other officers for such terms as they deem necessary or appropriate. Meetings thereafter shall be held at the call of the chair. Four trustees shall constitute a quorum and may transact all business except as may be otherwise provided by this rule or by the rules and regulations promulgated by the trustees.

(d) Regulations. The trustees shall adopt rules and regulations, consistent with these rules and subject to the approval of the Supreme Court, governing the administration of the Fund, the procedures for the presentation, consideration and payment of claims, and the exercise of their investment powers.

(e) Reimbursement. The trustees shall serve without compensation but shall be entitled to reimbursement from the Fund for their expenses reasonably incurred in the performance of their duties.

(f) Immunity. The Board of Trustees, Director and Counsel, Deputy Counsel, Secretary and all staff personnel shall be absolutely immune from suit, whether legal or equitable in nature, for any conduct in the performance of their official duties.

Note: Source-R.R. 1:22A-1(a) (b) (c) (d) (e); paragraphs (a) (b), and (c) amended and paragraph (f) adopted June 29, 1990 to be effective September 4, 1990; paragraph (a) amended July 14, 1992 to be effective September 1, 1992; paragraphs (a) and (b) amended May 3, 1994 to be effective immediately; paragraph (c) amended June 28, 1996 to be effective September 1, 1996.

1:28-2. Payment to the Fund; Enforcement

(a) Generally. Except as hereinafter provided, each holder of a plenary license to practice law in the State of New Jersey shall pay annually to the treasurer of the Fund a sum that shall be determined each year by the Supreme Court. An attorney who makes payment after February 1 of the billing year, or such other date as the Court may determine, but before being placed on the Ineligible List shall be subject to a late fee as set forth in Rule 1:20-1(d), which shall be shared equally with the Disciplinary Oversight Committee. The treasurer shall annually report the names of all attorneys failing to comply with the provisions of this Rule to the Supreme Court for inclusion on the list of those attorneys deemed ineligible to practice law in New Jersey by order of the Court. An

attorney shall be reinstated automatically to the practice of law without further order of the Court on filing with the Fund the annual registration statement for the current year together with the annual payment, the late fee, any arrears due from prior years, and a reinstatement fee of \$50 if the attorney's name is being removed from one calendar year's Ineligible List or \$100 if the attorney's name is being removed from two or more calendar year's Lists.

All persons admitted pro hac vice in accordance with Rule 1:21-2, those holding limited licenses as in-house counsel under R. 1:27-2, those registered as multijurisdictional practitioners under RPC 5.5(b), those certified as Foreign Legal Consultants under R. 1:21-9, and those permitted to practice under R. 1:21-3(c) shall also make the same annual payment described above subject to the same late fees and reinstatement from ineligible list fees. However, such persons shall not be entitled to the exemptions provided hereinafter.

For the purpose of annual assessment all members of the Bar, including those admitted pro hac vice, those holding limited licenses as in-house counsel, those registered as multijurisdictional practitioners, those certified as Foreign Legal Consultants, and those permitted to practice under R. 1:21-3(c) shall report changes of address as they occur and thus keep their billing address current with the Fund at all times.

Any member of the Bar who receives a billing notice addressed to another member of the Bar shall either forward the notice to the intended recipient or return it to the Fund.

(b) Exceptions. The following categories of plenary license holders shall be exempt from payment to the Fund:

- (1)** Newly admitted attorneys, for the balance of the calendar year of their plenary admission and for the next succeeding calendar year;
- (2)** Attorneys who have been admitted to practice for fifty years or more;
- (3)** Attorneys on full-time active duty with the armed forces, VISTA, or the Peace Corps and not engaging in any way in private practice, but they shall be considered in all respects inactive New Jersey attorneys; and
- (4)** Attorneys who have retired completely from the practice of law, but they shall be considered in all respects inactive New Jersey attorneys.

(c) License Revocation for Repeated Non-Compliance. Any attorney who, at the time of the publication of the Fund's Ineligible Attorneys List for 2005 and thereafter, has been declared ineligible for seven or more consecutive years shall have his or her license to practice in this State administratively revoked by Order of the Supreme Court.

On the entry of a license revocation Order pursuant to this Rule, the attorney's membership in the Bar of this State shall cease. Any subsequent application for membership shall be in accordance with the provisions of Rule 1:24. An Order of revocation shall not, however, preclude the exercise of jurisdiction by the disciplinary system in respect of any misconduct that occurred prior to Order's effective date.

Note: Source-R.R. 1:22A-2; amended July 17, 1975 to be effective September 8, 1975; amended January 31, 1984 to be effective February 15, 1984; amended June 29, 1990 to be effective September 4, 1990; redesignated paragraph (a) amended and paragraph (b) adopted July 14, 1992 to be effective September 1, 1992; paragraphs (a) and (b) amended February 8, 1993, to be effective immediately; paragraph (a) amended and new paragraph (c) added July 28, 2004 to be effective September 1, 2004; paragraph (a) amended July 23, 2010 to be effective September 1, 2010.

1:28-3. Payment of Claims

(a) Eligible Claims. The Trustees may consider for payment all claims resulting from the dishonest conduct of a member of the bar of this state or an attorney (i) admitted pro hac vice, (ii) holding limited license as in-house counsel, (iii) registered as multijurisdictional practitioner, (iv) certified as a foreign legal consultant or (v) permitted to practice under Rule 1:21-3(c), if the attorney was acting either as an attorney or fiduciary, provided that:

(1) Said conduct was engaged in while the attorney was a practicing member of the Bar of this State or admitted Pro Hac Vice in a matter pending in this State;

(2) On or after January 1, 1969, the attorney has been suspended, disbarred or placed in disability inactive status, has resigned with prejudice or has pleaded guilty to, or been convicted of embezzlement or misappropriation of money or other property; or an ethics committee has certified a claim to the trustees as an appropriate matter for their consideration. Where an ethics committee does not act and an attorney cannot be located, is deceased or incapacitated, the trustees may consider timely application directly provided that the trustees find that the claim is an appropriate matter for their consideration;

(3) The claim is filed within one year of the earliest of an event set forth in subparagraph (2) above. The time limitation set forth in this subparagraph may be extended by the trustees in their discretion;

(4) The claim is made directly by or on behalf of the injured client or the client's personal representative or, if a corporation, by or on behalf of itself or its successors in interest; and

(5) The claimant certifies that the relevant facts have been fully disclosed in writing to the appropriate law enforcement and disciplinary authorities. A willfully false certification in this regard shall be an absolute bar to any award.

(b) Consideration of Claims. The trustees in their sole discretion but on the affirmative vote of 4 of them shall determine which eligible claims merit reimbursement from the Fund and the amount, time, manner, conditions and order of payment of reimbursement. In making such determinations the trustees shall consider, among other appropriate factors, the following:

(1) The amounts available and likely to become available to the Fund for the payment of claims and the size and number of claims which are likely to be presented;

(2) The amount of the claimant's loss as compared with the amount of losses sustained by other eligible claimants;

(3) The degree of hardship suffered by the claimant as a result of the loss;

(4) The degree of negligence, if any, of the claimant which may have contributed to the loss;

(5) The potential for recovery from a collateral source.

(c) Limitation on Payments. The trustees shall, by regulation, fix the maximum amount which any one claimant may recover from the Fund and the aggregate maximum amount which may be recovered because of the dishonest conduct of any one attorney.

(d) Rights to Fund. No claimant or any other person or organization shall have any right in the Fund as beneficiary or otherwise.

(e) Conditions of Payment. The trustees may require as a condition to payment that the claimant execute such instruments, take such action or enter into such agreements as the trustees require, including assignments, subrogation agreements, trust agreements, and promises to cooperate with the trustees in making or prosecuting claims or charges against any person.

(f) Attorney's Fee. No attorney representing a claimant shall receive a fee for services unless authorized by the rules and regulations of the trustees and upon their express direction.

Note: Source-R.R. 1:22A-3(a) (b) (c) (d) (e) (f). Paragraph (a)(2) amended June 24, 1974 to be effective immediately; paragraph (a) amended and paragraph (a)(5) adopted January 31, 1984 to be effective February 15, 1984; paragraph (a)(1), (2), and (5) amended, former paragraph (a)(4) deleted, paragraph (a)(3) redesignated as paragraph (a)(4), new paragraph (a)(3) adopted; paragraph (b) amended and paragraph (b)(5) adopted June 29, 1990 to be effective September 4, 1990; paragraphs (a) and (a)(1) amended July 14, 1992 to be effective September 1, 1992; introductory paragraph and paragraphs (a)(4) and (f) amended July 13, 1994 to be effective September 1, 1994; paragraph (a) amended July 23, 2010 to be effective September 1, 2010.

1:28-4. Duties of Trustees and Officers

(a) Audit and Report. The Fund shall be audited by state or private auditors annually and at such other times as the Supreme Court shall direct, such audits to be at the expense of the Fund. The annual audit shall be included in a report to be submitted annually by the trustees to the Supreme Court reviewing in detail the administration of the Fund during the preceding year.

(b) Applications to the Supreme Court. The trustees may apply to the Supreme Court for interpretations of these rules and of the extent of their powers thereunder and for advice regarding the proper administration of the Fund.

(c) Treasurer's Duties. The treasurer shall maintain the assets of the Fund in a separate account and shall disburse monies therefrom only upon the action of the trustees pursuant to these rules. Said treasurer shall file a bond annually with the trustees with such surety as may be approved by them and in such amount as they may fix.

Note: Source-R.R.1:22A-4; paragraph (c) amended June 29, 1990 to be effective September 4, 1990.

1:28-5. General Powers of Trustees

In addition to the powers conferred by these rules upon the trustees, they shall have the following general powers:

(a) to receive, hold, manage, distribute and invest the funds received by the Fund pursuant to R. 1:28-2 and such other funds as it may receive by voluntary contribution or otherwise;

(b) to enforce claims which the Fund may have for reimbursements, including utilization of the Comprehensive Enforcement Program; pursuant to N.J.S.A. 22A:2-23, the Fund shall not be liable for the payment of any fee provided for by N.J.S.A. 22A:2-1 et seq.;

(c) to employ and compensate consultants, agents, legal counsel and such other employees as they deem necessary and appropriate consistent with personnel policies of the judiciary.

Note: Source-R.R. 1:22A-5, amended January 31, 1984 to be effective February 15, 1984; paragraphs (b) and (c) amended June 29, 1990 to be effective September 4, 1990; paragraph (b) amended July 12, 2002 to be effective September 3, 2002.

1:28-6. Subpoenas; Notice in Lieu of Subpoena; Noncompliance

(a) **Issuance; Service.** The trustees or an individual trustee or the Director or an attorney designated to act on behalf of the trustees, upon determining that any person has knowledge or is in possession or custody of books, papers, documents or other objects relevant to the disposition of a claim, may issue a subpoena or a notice in lieu of subpoena in the name of the Clerk of the Superior Court requiring such person to appear and testify or to produce such books, papers, documents or other objects before the trustees or an individual trustee, or the Director or an attorney designated to act on behalf of the trustees, at the time and place specified therein.

Subpoenas and notices in lieu of subpoena shall be served in the manner prescribed by R. 1:9, except that subpoenas may be served upon an attorney who is a witness or a party, by certified mail, return receipt requested and simultaneously by first class mail. No attendance fee need be paid.

(b) **Noncompliance.** If any person, without adequate excuse, shall fail to obey a subpoena, the trustees, or an individual trustee or an attorney designated to act on their behalf, may file with the Superior Court a verified statement setting forth the facts establishing such disobedience, and the court may then, in its discretion, institute contempt proceedings pursuant to R. 1:10-2. If such person is found guilty of contempt, the court may compel payment of the costs of the contempt proceedings to be taxed by the court.

Note: Adopted July 14, 1972 to be effective September 5, 1972; caption and paragraph (a) amended June 29, 1990 to be effective September 4, 1990; paragraph (b) amended July 13, 1994 to be effective September 1, 1994.

1:28-7. Administration

The Administrative Office of the Courts shall provide supporting services as requested by the Board of Trustees. Trustees, from funds available, shall reimburse the Administrative Office of the Courts for the salaries and benefits of Fund staff and for other expenses which may be incurred on the behalf of the Fund.

Note: Adopted June 29, 1973 to be effective September 10, 1973; amended June 29, 1990 to be effective September 4, 1990.

1:28-8. Custodial Receivers

Upon approval of the Board of Trustees pursuant to R. 1:28-1(c), the Director or an attorney designated to act on behalf of the Trustees may, upon the occasions set forth below, make application to an appropriate court for the appointment of a custodial receiver to take possession of the property of an attorney, including, but not limited to, property incident to the attorney's

law practice. Provided the Trustees first find a reasonable probability that a claim or claims will be presented to the Fund on account of the alleged misconduct of the attorney, such application may be made in any of the following instances:

- (a) Where an attorney has been disbarred or suspended by the Supreme Court, or where the attorney's resignation has been accepted by it, with prejudice.
- (b) Where the Trustees have received notice that a presentment has been or is about to be submitted against an attorney by a county ethics committee.
- (c) Where the Trustees have received notice that a criminal charge, whether by way of indictment or otherwise, has been or is about to be laid against an attorney.
- (d) Where an attorney shall admit the existence of defalcations with respect to clients' property, for which defalcations the attorney's misconduct shall have been responsible.
- (e) Where credible evidence of such misconduct reaches the Trustees otherwise than as set forth above.

Note: Adopted May 8, 1975, effective immediately; first paragraph amended and last paragraph deleted June 29, 1990 to be effective September 4, 1990; introductory paragraph and paragraphs (a) and (d) amended July 13, 1994 to be effective September 1, 1994.

1:28-9. Confidentiality

(a) All proceedings conducted and records made or maintained by the Fund in connection with the filing or consideration of claims shall be confidential and shall not be disclosed except as follows:

(1) Once a claim has been approved for payment, the Fund may, upon written request, make available the following information:

- (a) name and address according to Fund records of the respondent attorney;
- (b) name and city of residence of the claimant;
- (c) the amount claimed;
- (d) the amount awarded; and
- (e) a summary of the factual basis for the claim.

(2) Nothing herein shall preclude the release of information to the respondent and claimant or their attorneys or to the authorities specified in R. 1:28-3(a)(5), nor shall it preclude use of such information by the Fund pursuant to its rights under R. 1:28-3(e).

(3) Nothing herein shall preclude the inclusion of statistical information regarding claims in the annual report prepared pursuant to R. 1:28-4(a).

(b) Information received and maintained by the Fund in connection with the annual billing and registration of attorneys pursuant to R. 1:28-2 shall be made available to the

ATTACHMENT “3”

The ABA Model Rules for Lawyers’ Funds for Client Protection

Model Rules for Lawyers' Funds for Client Protection - Preamble

Preamble

The Model Rules for Lawyers' Fund for Client Protection are intended to serve as a national model for establishment and administration of a client protection fund. However, they cannot expect to accommodate every need of each Fund in the diverse constituency of the legal profession. The Model Rules aspire to establish standards for effective financing and efficient administration of Funds to achieve the purpose of client protection. They continue the basic intent and aspiration of the original Model Rules: to provide meaningful, prompt, and cost-free reimbursement to clients who have been injured by a lawyer's dishonest conduct.

Despite the best attempts of the legal profession to establish high standards of ethics and severe disciplinary sanctions for their breach, it is a fact that some lawyers misappropriate money from their clients. Typically, those lawyers lack the financial wherewithal to make restitution to their victims.

The organized bar throughout the United States has responded by creating Client Protection Funds to provide necessary reimbursement. The funds were either created by court rule, legislation or by the voluntary action of bar associations. In jurisdictions in which the bar is unified (i.e., membership in the state bar association is required for a license to practice law), the Fund may be part of the unified bar, which performs a variety of functions related to professional responsibility (e.g., administration of the lawyer regulatory system).

Funding can be generated from a variety of sources including mandatory assessment, legislative budget appropriation, and voluntary contribution. Mandatory assessment by court rule has proven to be the preferred method of assuring continual funding and staffing. Funds that receive revenues through mandatory assessment are preferred because the result is a reliable and predictable source of income. This allows a Fund to fully reimburse losses and to engage in public information, continuing legal education programs, and related activities. Voluntary contribution is the weakest funding method; it does not provide the Fund with broad-based and permanent income.

Model Rules for Lawyers' Funds for Client Protection - Rule 1

RULE 1 - PURPOSE AND SCOPE

A. The purpose of the Lawyers' Fund for Client Protection is to promote public confidence in the administration of justice and the integrity of the legal profession by reimbursing losses caused by the dishonest conduct of lawyers licensed or otherwise authorized to practice law in the courts of this jurisdiction occurring in the course of the client-lawyer or other fiduciary relationship between the lawyer and the claimant.

B. For purposes of these Rules, "lawyer" shall include a person:

- (1) licensed to practice law in this jurisdiction, regardless of where the lawyer's conduct occurs;
- (2) admitted as in-house counsel;
- (3) admitted *pro hac vice*;
- (4) admitted as a foreign legal consultant;
- (5) admitted only in a non-United States jurisdiction but who is authorized to practice law in this jurisdiction; or
- (6) recently suspended or disbarred whom clients reasonably believed to be licensed to practice law when the dishonest conduct occurred.

C. Every lawyer has an obligation to the public to participate in the collective effort of the bar to reimburse persons who have lost money or property as a result of the dishonest conduct of another lawyer. Contribution to the Lawyers' Fund for Client Protection is an acceptable method of meeting this obligation.

Comment

[1] Paragraph A expresses the general purpose of a Lawyers' Fund for Client Protection: promoting public confidence in the administration of justice and the integrity of the legal profession. The term "dishonest conduct" is defined in Rule 10.

[2] The definition of lawyer, found in Paragraph B, includes not only persons licensed or otherwise authorized to practice law in the jurisdiction, but also lawyers practicing law in the jurisdiction by virtue of in-house counsel admission, *pro hac vice* admission, foreign legal consultant admission, authorization for temporary practice of law by a foreign lawyer and by former or suspended lawyers reasonably believed by clients to have been authorized to practice law. Lawyers admitted as in-house counsel, *pro hac vice*, or as foreign legal consultants should both pay into the Fund as provided under Rule 3 and have their conduct covered by the Fund.

[3] The Fund is part of this jurisdiction's system of lawyer regulation. The Fund therefore has jurisdiction to recognize claims filed against lawyers licensed to practice law in this jurisdiction regardless of where the lawyer's conduct occurs. This is consistent with the jurisdictional authority set forth in Rule 8.5 (a) of the ABA *Model Rules of Professional Conduct*: "A lawyer admitted in this jurisdiction is subject to the disciplinary authority of this jurisdiction, regardless of where the lawyer's conduct occurs." Pursuant to Paragraph B, if necessary, this Fund is authorized to "follow" the lawyer and compensate eligible claimants who have suffered losses as a result of the lawyer's dishonest conduct.

[4] It is particularly equitable to require that this Fund, into which lawyers have paid annual assessments, have the primary responsibility to compensate clients who have suffered losses. Such lawyers would include those admitted as in-house counsel, by *pro hac vice* admission and foreign legal consultants. Lawyers admitted only in a non-United States jurisdiction may have their conduct covered by the Fund because the highest court in this jurisdiction has authorized them to provide legal services on a temporary basis in this jurisdiction.

[5] Rule 10(E) provides for an equitable balancing test to determine whether the Fund, another jurisdiction's Fund, or both Funds should pay claims filed against lawyers not admitted or authorized to practice law exclusively in this jurisdiction.

[6] Paragraph C, drawn from the Comment to Rule 1.15 of the *ABA Model Rules of Professional Conduct*, recognizes that lawyers individually and the bar collectively, have the obligation to participate in a Lawyers' Fund for Client Protection.

Model Rules for Lawyers' Funds for Client Protection - Rule 2

RULE 2 ESTABLISHMENT

- A. There is established the Lawyers' Fund for Client Protection ("Fund") to reimburse claimants for losses caused by dishonest conduct committed by lawyers admitted to practice in this state.
- B. There is established, under the supervision of the highest court in this jurisdiction ("Court"), the Lawyers' Fund for Client Protection Board of Trustees ("Board"), which shall receive, hold, manage and disburse from the Fund such monies as may from time to time be allocated to the fund.
- C. These rules shall be effective for claims filed with the Board after [date] and the Board shall not pay claims for losses incurred as a result of dishonest conduct committed prior thereto.

Comment

The practice of law is so directly connected to the exercise of judicial power and the administration of justice that the right to define and regulate it belongs to the judicial department. It is the court that bears the responsibility for establishing qualifications for practice and for seeing that lawyers subject to its jurisdiction adhere to the standards of conduct the Court mandates.

Paragraph B links the establishment of a Fund to the Court's power to regulate the practice of law. The Court has the inherent power to establish a Fund and require lawyers admitted to

practice in this jurisdiction to contribute to it. The Court not only has the power but also the duty to provide a system for reimbursement to clients whose lawyers have mishandled their funds.

The limitation imposed in Paragraph C is necessary to prevent the possibility of an immediate bankrupting of the Fund caused by the payment of claims for dishonest conduct committed before the Fund was established. The provision sets a time certain after which losses will be reimbursable.

Model Rules for Lawyers' Funds for Client Protection - Rule 3

RULE 3 FUNDING

- A. The Court shall provide for funding by the lawyers admitted and licensed to practice law in the jurisdiction in amounts adequate for the proper payment of claims and the costs of administering the Fund.
- B. A lawyer's failure to pay any fee assessed shall be a cause for suspension from practice until payment has been made.

Comment

Paragraph A suggests that the single most important factor in establishing and maintaining an effective client reimbursement program is ensuring adequate and continuous funding through a reliable source. The Court, pursuant to its power to regulate lawyers and the practice of law, has the power to impose a fee to support the regulatory system. In the exercise of its authority, the Court may assess lawyers an annual fee to finance systems that implement the Court's regulatory authority.

Paragraph B is the enforcement mechanism for the failure to pay the assessment. *See* Paragraph A of Rule 16 for restitution and subrogation enforcement standards.

Model Rules for Lawyers' Funds for Client Protection - Rule 4

RULE 4 FUND

All monies or other assets of the Fund shall constitute a trust and shall be held in the name of the Fund, subject to the direction of the Board.

Comment

Under Rule 3, the fees assessed by the Court against the jurisdiction's lawyers are to be used for a stated purpose, the Fund.

Matters and expenses for which the Fund may be used should be considered and delineated by the Board in written policies to ensure that claimants receive the maximum benefit possible from available sources. Segregating any accounts in the name of the Fund is fundamental in preventing the use of monies by other entities for purposes unrelated to reimbursement and client protection.

Administrative expenses will be incurred by operating a Fund even though trustees traditionally serve on the Board without compensation. The cost of administering the Fund, e.g., expenses of Trustees, hearing of claims, record keeping, and salaries for staff and other overhead, should be paid out from the Fund.

Model Rules for Lawyers' Funds for Client Protection - Rule 5

RULE 5 COMPOSITION AND OFFICERS OF THE BOARD

- A. The Board shall consist of five lawyers and two nonlawyers appointed by the Court for initial terms as follows:
- B.
 - 1. two lawyers for one year;
 - 2. one nonlawyer for two years;
 - 3. two lawyers for two years;
 - 4. one nonlawyer for three years; and
 - 5. one lawyer for three years.

Subsequent appointments shall be for a term of three years. The Court may limit the number of successive terms that Trustees may serve on the Board.

- C. Trustees shall serve without compensation but shall be reimbursed for their actual and necessary expenses incurred in the discharge of their duties.
- D. Vacancies shall be filled by appointment by the Court for any unexpired terms.
- E. The Board shall select a Chair, Secretary, Treasurer and such other officers as the Board deems appropriate.

F. The Treasurer shall be bonded in such manner and amount as the Board shall determine.

Comment

A Board composed of lawyers and nonlawyers results in balanced evaluation of claims within the full context of the client-lawyer relationship. Participation by nonlawyers also enhances the credibility of the reimbursement process in the eyes of the public. Trustees should reflect all segments of the profession and the general population.

A Board of seven members is small enough to accomplish the work of the Fund, yet not so large as to discourage active involvement by each member or to be cumbersome. Terms of office are staggered to encourage continuity of experience and the development of policy and precedent. Depending on local policy or experience, the Court may limit successive appointments of the Trustees.

The Trustees should serve without compensation, *pro bono publico*, but should be reimbursed for expenses incurred in the discharge of their office.

Since direct and full responsibility for the administration and management of the Fund and its assets is vested in the Board, it should select its own officers.

Model Rules for Lawyers' Funds for Client Protection - Rule 6

RULE 6 BOARD MEETINGS

- A. The Board shall meet as frequently as necessary to conduct the business of the Fund and to timely process claims.
- B. B. The Chair shall call a meeting at any reasonable time or upon the request of at least two Trustees.
- C. C. A quorum for any meeting of the Board shall be four Trustees. A motion shall pass upon the affirmative vote of four Trustees.
- D. D. Minutes of meeting shall be taken and permanently maintained by the Secretary.

Comment

Regular and frequent meetings of the Board throughout the year are necessary to ensure that the Fund has the ability to respond promptly and effectively. The Board should meet at least

quarterly if any claims are pending. Telephone conferences should be encouraged where necessary. Claims should be handled in as expeditious a manner as possible consistent with their just resolution.

Model Rules for Lawyers' Funds for Client Protection - Rule 7

RULE 7 DUTIES AND RESPONSIBILITIES OF THE BOARD

The Board shall have the following duties and responsibilities:

- A. to receive, evaluate, determine and pay claims;
- B. to promulgate rules of procedure not inconsistent with these Rules;
- C. to prudently invest such portions of the funds as may not be needed currently to pay losses, and to maintain sufficient reserves as appropriate;
- D. to provide a full report at least annually to the Court and to make other reports as necessary;
- E. to publicize its activities to potential claimants, the public and the bar;
- F. to employ adequate staff to assure the Board's effective and efficient performance of its functions;
- G. to retain and compensate consultants, administrative staff, investigators, actuaries, agents, legal counsel and other persons as necessary;
- H. to prosecute claims for restitution to which the Fund is entitled;
- I. to engage in studies and programs for client protection and prevention of dishonest conduct by lawyers; and
- J. to promote effective communication between lawyer disciplinary authorities and the Fund, and
- K. to perform all other acts necessary or proper for the fulfillment of the purposes and effective administration of the Fund.

Comment

In determining the order and manner of payment of claims, the Board should have the discretion to pay in subsequent years all or part of claims that were not fully reimbursed in a prior year.

Investing monies that are not needed to cover current claims permits a reasonable return without risking the integrity of the Fund. The Board should adopt specific guidelines for the investment of funds. Investments should be of appropriate duration to maintain liquidity of assets and enable the Board to promptly pay losses. The nature of the investments may be specifically limited to

bonds, notes or securities issued or guaranteed by a state or federal agency, interest bearing accounts or certificates of deposit.

Paragraphs D and E require public information programs. The Board has the affirmative obligation to publicize its activities to both bench and bar. Similarly it is incumbent on the Board to publicize itself to the general public. The fulfillment of both obligations is extremely important to the success of the Fund in achieving its purposes.

As suggested in Paragraph I, the Board also should study and, if appropriate, adopt other potential programs, such as trust account overdraft notification, payee notification, and random audits, to help reduce defalcation.

The Fund's assets should not be unduly diminished by employing investigative or other personnel whose work would duplicate the efforts of others responsible for investigating lawyers' professional conduct. *See* Rule 12C regarding the cooperative effort anticipated between the Board and the lawyer discipline agency. Moreover, the Fund shall establish mechanisms to encourage lawyer disciplinary authorities to notify complainants about the existence of the Fund.

The Board should make an attempt to prosecute all claims for restitution. Restitution is one way of replenishing the Fund's assets. *See also* , Rule 16 which focuses on subrogation and other methods of restitution.

The Trustees and staff should also participate in seminars and continuing legal educational programs dealing with client protection.

Model Rules for Lawyers' Funds for Client Protection - Rule 8

RULE 8 CONFLICT OF INTEREST

- A. A Trustee who has or has had a client-lawyer relationship or a financial relationship with a claimant or lawyer who is the subject of a claim shall not participate in the investigation or adjudication of a claim involving that claimant or lawyer.
- B. A Trustee with a past or present relationship, other than as provided in Paragraph A, with a claimant or the lawyer whose alleged conduct is the subject to the claim, or who has other potential conflicts of interest, shall disclose such relationship to the Board and, if the Board deems appropriate, that Trustee shall not participate in any proceeding relating to such claim.

Comment

The Board must be sensitive to the perceptions of both the public and the legal profession in its determination of claims. Disqualification of members of the Board tainted by real or apparent conflicts of interest helps to ensure confidence in the impartiality in the proceeding. Potential conflicts of interest that should be disclosed include relations with other parties, such as with potential third-party sources of recovery.

Model Rules for Lawyers' Funds for Client Protection - Rule 9

RULE 9 IMMUNITY

The Trustees, employees and agents of the Board shall be absolutely immune from civil liability for all acts in the course of their official duties. Absolute immunity shall also extend to claimants and lawyers who assist claimants for all communications to the Fund.

Comment

Immunity from civil liability encourages lawyers and nonlawyers to serve on the Board, and protects their independent judgment in the evaluation of claims. Immunity also protects the fiscal integrity of the Fund, and encourages claimants and lawyers to participate in seeking reimbursement for eligible losses.

As a matter of public policy, immunity should attach to the Fund's activities and proceedings in the same way that absolute immunity attaches in lawyer disciplinary proceedings.

In the absence of court rule or statute, immunity may not be available in proceedings involving voluntary funds. Insurance may therefore be required to protect Trustees, staffs, claimants, and the volunteer lawyers who assist claimants in processing their claims.

Model Rules for Lawyers' Funds for Client Protection - Rule 10

RULE 10 ELIGIBLE CLAIMS

A. The loss must be caused by the dishonest conduct of the lawyer and shall have arisen out of and by reason of a client-lawyer relationship or a fiduciary relationship between the lawyer and the claimant.

B. The claim shall have been filed no later than five years after the claimant knew or should have known of the dishonest conduct of the lawyer.

C. As used in these Rules, "dishonest conduct" means wrongful acts committed by a lawyer in the nature of theft or embezzlement of money or the wrongful taking or conversion of money, property or other things of value, including but not limited to:

(1) Failure to refund unearned fees received in advance as required by [Rule 1.16 of the *ABA Model Rules for Professional Conduct*]; and

(2) The borrowing of money from a client without intention to repay it, or with disregard of the lawyer's inability or reasonably anticipated inability to repay it.

D. Except as provided by Paragraph E of this Rule, the following losses shall not be reimbursable:

(1) Losses incurred by spouses, children, parents, grandparents, siblings, partners, associates and employees of lawyer(s) causing the losses;

(2) Losses covered by a bond, surety agreement, or insurance contract to the extent covered thereby, including any loss to which any bonding agent, surety or insurer is subrogated, to the extent of that subrogated interest;

(3) Losses incurred by any financial institution that are recoverable under a "banker's blanket bond" or similar commonly available insurance or surety contract;

(4) Losses incurred by any business entity controlled by the lawyer(s), any person or entity described in Subparagraph D (1), (2) or (3) of this Rule;

(5) Losses incurred by any governmental entity or agency;

(6) Losses arising from business or personal investments not arising in the course of the client-lawyer relationship; and

(7) Consequential or incidental damages, such as lost interest, or lawyer's fees or other costs incurred in seeking recovery of a loss.

E. In determining whether it would be more appropriate for this Fund or another Fund to pay a claim, the Board should consider the following factors:

(1) the Fund(s) into which the lawyer is required to pay an annual assessment or into which an appropriation is made on behalf of the lawyer by the bar association;

(2) the domicile of the lawyer;

(3) the domicile of the client;

(4) the residence(s) of the lawyer;

(5) the number of years the lawyer has been licensed in each jurisdiction;

(6) the location of the lawyer's principal office and other offices;

(7) the location where the attorney-client relationship arose;

(8) the primary location where the legal services were rendered;

(9) whether at the time the legal services were rendered, the lawyer was engaged in the unauthorized practice of law as defined by the jurisdiction in which the legal services were

rendered; and
(10) any other significant contacts.

F. The Board may enter into an agreement with the Fund of another jurisdiction to reimburse a portion of the loss suffered by a claimant whose claim may be eligible for payment under both Funds. The Board may take into consideration the other Fund's rules on payment of claims for reimbursement prior to entering into such an agreement.

G. In cases of extreme hardship or special and unusual circumstances, the Board may, in its discretion and consistent with the purpose of the Fund, recognize a claim that would otherwise be excluded under these Rules.

H. In cases where it appears that there will be unjust enrichment, or the claimant unreasonably or knowingly contributed to the loss, the Board may, in its discretion, deny the claim.

Comment

[1] Set forth in Paragraph A is the basic criteria for compensability of losses. An eligible claim must include: (1) a demonstrable loss; (2) caused by the dishonest conduct of a lawyer; and (3) within or arising out of a client-lawyer or fiduciary relationship.

[2] Fiduciary relationships are included because lawyers traditionally serve in that capacity as executors, conservators and guardians *ad litem*. Rejection of claims based upon technical distinctions between this sort of service and a client-lawyer relationship would not serve the purpose or mission of the Fund.

[3] Paragraph C adds to the Rules a definition of "dishonest conduct." The basic concept is one of conversion or embezzlement. Subparagraphs (1) and (2) make clear that if the essential nature of the transaction was conversion, dishonest conduct will be found even where the lawyer took money in the guise of a fee, a loan or an investment. Indeed, employing such a ruse is part of the dishonesty. Subparagraph (1) sets forth a standard for the handling of difficult unearned fee claims in accordance with Rule 1.16 of the *ABA Model Rules of Professional Conduct*. It is not intended to encompass bona fide fee disputes. Where money received by a lawyer was clearly neither earned nor returned, however, the client feels violated, hardship can result, and the Board may find dishonest conduct. Subparagraph (2) anticipates overreaching by a lawyer, in the context of a loan to the lawyer by the client, to such an egregious extent as to be tantamount to theft. Similarly, use by the lawyer of a purported "investment" to induce a client to turn over money should not preclude a finding of dishonest conduct where the "investment" is worthless, nonexistent and so forth.

[4] Paragraph C must be read in light of Paragraph A. In focusing on dishonest conduct, it must be kept in mind that such conduct must occur within or as a result of a client-lawyer or fiduciary relationship in order to be compensable.

[5] A five-year limitation on the filing of claims from the date the claimant knew or should have known of the dishonest conduct is contained in Paragraph B. Under Paragraph E, the Board should provide liberal leeway for extension, however, especially in light of the extent to which the Fund publicizes itself. It is not knowledge of the dishonest conduct but the lack of knowledge of the existence or purpose of the Fund that is the problem for many prospective claimants.

[6] Paragraph D describes claims that are not reimbursable. Subparagraphs (1), (4), and (5) declare certain classes of potential claimants to be ineligible for policy reasons. Subparagraphs (2) and (3) imply that recourse should be sought from certain third parties such as title insurance companies and banks cashing checks over forged endorsements prior to seeking it from the Fund. Such third parties lack the client-lawyer relationship necessary to prosecute a claim in their own right. Should such third parties fail or refuse to pay, the Fund should promptly pay the claim, take an assignment from the claimant, and pursue the third parties in its own right.

[7] Subparagraph D (6) addresses the most difficult of Fund claims. Claims in which lawyers steal from their clients in the guise of "investments" should be paid, but transactions having nothing to do with the lawyer's license to practice are not compensable. Claims with facts somewhere between the two extremes often arise, and the issue is whether there is "enough of" a client-lawyer relationship. Funds have found a "but for" test helpful: "But for the lawyer enjoying a client-lawyer relationship with the claimant, such loss could not have occurred." Factors considered in applying this test include (1) disparity in sophistication and bargaining power between lawyer and claimant; (2) extent to which client-lawyer relationship overcame the normal prudence of claimant; (3) extent to which lawyer became privy to claimant's financial information as claimant's lawyer; (4) whether the transaction originated with lawyer; (5) reputation of lawyer as to law practice or business involvements; (6) amount charged by lawyer for legal services as opposed to finder's fees; and (7) number, nature, and timing of prior transactions between claimant and lawyer.

[8] Paragraph E sets forth factors to be considered by the Board when deciding whether this Fund, another jurisdiction's Fund, or both Funds should pay a claim where more than one Fund has jurisdiction over a lawyer. This situation might arise where a lawyer is licensed in two or more jurisdictions; a lawyer is licensed in only one jurisdiction and has engaged in the authorized multijurisdictional practice of law in another jurisdiction; or a lawyer is licensed in only one jurisdiction and has engaged in the unlicensed practice of law in another jurisdiction.

[9] Paragraph F recognizes that there may be situations where it is appropriate for the Board to enter into an agreement with the Fund of another jurisdiction to reimburse a portion of the loss suffered by a claimant whose claim may be eligible for payment under both Funds. However, since Funds have different maximum dollar amounts of reimbursement for individual losses, the Fund with a higher maximum amount should not be required in every case to contribute more than the other Fund, or to contribute the maximum amount. Such a requirement could result in an undue burden on the Fund. The Board may take into consideration the other Fund's rules and its own rules on payment of claims for reimbursement, as well as the factors in Paragraph (E), prior to entering into such an agreement.

[10] Paragraphs G and H reiterate the critical importance of vesting in the Board the discretion to do justice in each claim considered, without needlessly following technical rules. These paragraphs recognize that it is impossible to predict every factual circumstance that will be presented to the Board.

Model Rules for Lawyers' Funds for Client Protection - Rule 11

RULE 11 PROCEDURES AND RESPONSIBILITIES FOR CLAIMANTS

- A. The Board shall prepare and approve a form for claiming reimbursement.
- B. The form shall include at least the following information provided by the claimant under penalty of perjury:
 - C.
 1. the name and address of claimant, home and business telephone, occupation and employer, social security number;
 2. the name, address and telephone number of the lawyer alleged to have dishonestly taken the claimant's money or property, and any family or business relationship of the claimant to the lawyer;
 3. the legal or other fiduciary services the lawyer was to perform for the claimant;
 4. the amount paid to the lawyer;
 5. a copy of any written agreement pertaining to the claim;
 6. copies of any checks, money orders, receipts, or other proofs of payment;
 7. the form of the claimant's loss (e.g. money, securities or other property);
 8. the amount of loss and the date when the loss occurred;
 9. the date when the claimant discovered the loss, and how the claimant discovered the loss;
 10. the lawyer's dishonest conduct and the names and addresses of any persons who have knowledge of the loss;
 11. the name of the person, if any, to whom the loss has been reported (e.g. district attorney, police, disciplinary agency, or other person or entity) and a copy of any complaint and description of any action that was taken;
 12. the source, if any, from which the loss can be reimbursed including any insurance, fidelity or surety agreement;
 13. the description of any steps taken to recover the loss directly from the lawyer, or any other source;
 14. the circumstances under which the claimant has been, or will be, reimbursed for any part of the claim (including the amount received, or to be received, and the source); along with a statement that the claimant agrees to notify the Board of any reimbursements the claimant receives during the pendency of the claim;
 15. the existence of facts believed to be important to the Fund's consideration of the claim;

16. the manner in which the claimant learned about the Fund;
 17. the name, address and telephone number of the claimant's present lawyer;
 18. the claimant's agreement to cooperate with the Board in reference to the claim or as required by Rule 16, in reference to civil actions which may be brought in the name of the Board pursuant to a subrogation and assignment clause which shall also be contained within the claim.
 19. the claimant's agreement to repay Fund if the claimant is subsequently reimbursed from another source;
 20. The name and address of any other state Fund to which the claimant has applied or intends to apply for reimbursement, together with a copy of the application; and
 21. A statement that the claimant agrees to the publication of appropriate information about the nature of the claim and the amount of reimbursement if reimbursement is made.
- D. The claimant shall have the responsibility to complete the claim form and provide satisfactory evidence of a reimbursable loss.
- E. The claim shall be filed with the Board in the manner and place designated in the Board's rules.

Comment

The Board is required to develop a claim form for claimants to establish their eligibility for reimbursement. The form should be comprehensive enough to minimize the investigative burden of the Board, yet not so detailed as to discourage eligible claimants from applying for reimbursement.

The enumeration in Paragraph B has been developed from claim forms in current use in several jurisdictions. Local need may require the enumeration to be supplemented by the Board. *See also*, Paragraph A of Rule 18 , which addresses confidentiality.

Paragraph C assigns the ultimate burden of establishing eligibility for reimbursement upon the claimant. No formal or technical quantum of proof is imposed on the claimant or the Board. In many cases, of course, the lawyers' dishonest conduct will already have been established in a lawyer discipline action upon the "clear and convincing evidence" standard or, "beyond a reasonable doubt" in a criminal proceeding involving the same facts which constitute the claim for reimbursement. (*See*, Rule 18C of the *ABA Model Rules for Lawyer Disciplinary Enforcement*.)

Model Rules for Lawyers' Funds for Client Protection - Rule 12

RULE 12 PROCESSING CLAIMS

- A. Whenever it appears that a claim is not eligible for reimbursement pursuant to Rule 10, the claimant shall be advised of the reasons why the claim may not be eligible for reimbursement, and that unless additional facts to support eligibility are submitted to the Fund, the claim file shall be closed.
- B. An order disciplining a lawyer for the same dishonest act or conduct alleged in a claim, or a final judgment imposing civil or criminal liability therefor, shall be evidence that the lawyer committed such dishonest act or conduct.
- C. The lawyer disciplinary agency shall be promptly notified of the claim and required to furnish a report of its investigation of the matter to the Board. The lawyer disciplinary agency shall allow the Fund's representative access to its records during an investigation of a claim. The Board shall evaluate whether the investigation is complete and determine whether the Board should conduct additional investigation or await the pendency of any disciplinary investigation or proceeding involving the same act or conduct that is alleged in the claim.
- D. The Board may conduct its own investigation when it deems it appropriate.
- E. The lawyer shall be notified of the claim and given an opportunity to respond to the claim. A copy of the claim shall be provided to the lawyer, or the lawyer's representative. The lawyer or representative shall have 20 days in which to respond.
- F. The Board may request that testimony be presented to complete the record. Upon request, the claimant or lawyer, or their representatives, will be given an opportunity to be heard.
- G. The Board may make a finding of dishonest conduct for purposes of adjudicating a claim. Such a determination is not a finding of dishonest conduct for purposes of professional discipline.
- H. When the record is complete, the claim shall be determined on the basis of all available evidence, and notice shall be given to the claimant and the lawyer of the Board's determination and the reasons therefor. The approval or denial of a claim shall require the affirmative votes of at least four trustees.
- I. Any proceeding upon a claim need not be conducted according to technical rules relating to evidence, procedure and witnesses. Any relevant evidence shall be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in court proceedings. The claimant shall have the duty to supply relevant evidence to support the claim.
- J. The Board shall determine the order and manner of payment and pay all approved claims, but unless the Board directs otherwise, no claim should be approved during the pendency of a disciplinary proceeding involving the same act or conduct that is alleged in the claim.

Comment

Rule 12 addresses the procedure for consideration of claim in concert with the disciplinary process. The overall scheme presented is one of cooperation between the Fund and disciplinary authorities pursuant to Paragraph C, while avoiding duplication of effort in Paragraph B but respecting the different needs and autonomous functioning of the respective bodies identified in Paragraphs D and G.

The Rule also seeks to set forth a framework which balances the Fund's duty to address the claimant's allegations efficiently with the need to present the respondent lawyer with an opportunity to defend pursuant to Paragraphs E, F and H.

The overriding policy implicit in Rule 12 is that the Board exercises its discretion so as to make the best possible decision as expeditiously as possible in each claim presented. The Board may conduct any investigation it deems appropriate under Paragraph D, including the taking of testimony pursuant to Paragraph F. Paragraph J provides that the order and manner of payment of claims is likewise within the Board's discretion. Paragraph H requires the Board to articulate to each side the rationale for its determination on a given claim. Under Paragraph I, technical rules of evidence shall not be employed to hinder the Board from accomplishing its mission.

Note that under Paragraph H the affirmative vote of at least four Trustees is required in order to dispose of a claim, just as it is for any matter before the Board under Rule 6C. Thus, for example, if the minimum necessary for a quorum is present, any motion that cannot garner unanimous support will fail. A "majority of the quorum present" will not suffice. This Paragraph does not prevent determinations of claims by mail ballot.

Ideally the initial investigation should be done by the lawyer disciplinary agency personnel to avoid duplication of effort and inconsistent findings of both entities. The financial integrity of the Fund is preserved by using existing resources. Investigation by the Board should be utilized to gather additional evidence or to provide evidence in those jurisdictions where the discipline agency is unable to timely reveal the results of the investigation.

As noted in the Comment to Rule 11, in many matters, a criminal conviction or a finding during disciplinary proceedings will establish "dishonest conduct" for purposes of the Board's determination of the claim. A discipline or other agency may, however, lack jurisdiction or have little incentive to act where the lawyer is unlikely to engage in further misconduct. This dilemma is illustrated by lawyers who have died, become mentally or physically incapacitated, fled the jurisdiction, or been disciplined for other reasons. The Board may then be required under Paragraph G to make a finding of dishonest conduct solely for the purpose of the Fund's proceeding.

The Fund should have professional staff to assist the Board in investigating claims. Volunteers often cannot devote the same time and attention as staff members.

The Fund's investigations should be augmented by subpoena power, consistent with the local rules of civil procedure. While a claimant has the burden of providing satisfactory evidence of a reimbursable loss under Paragraph C of Rule 11, the Board should be given the opportunity to make the best possible decision on each matter before it.

Model Rules for Lawyers' Funds for Client Protection - Rule 13

RULE 13 REQUEST FOR RECONSIDERATION

The claimant or respondent may request reconsideration in writing within 30 days of the denial or determination of the amount of a claim. If the claimant or respondent fails to make a request or the request is denied, the decision of the Board is final and there is no further right or appeal.

Comment

This Rule establishes a procedure to provide an opportunity for reconsideration of a claim. It permits claimants or respondents further consideration without creating a right of appeal or judicial review. The opportunity for reconsideration also provides a safeguard against dismissal of a claim not fully presented earlier.

Model Rules for Lawyers' Funds for Client Protection - Rule 14

RULE 14 PAYMENT OF CLAIMS FOR REIMBURSEMENT

- A. The Board may from time to time fix a maximum amount on reimbursement that is payable by the Fund.
- B. Payment of reimbursement shall be made in such amounts and at such times as the Board deems appropriate and may be paid in lump sum or installment amounts.
- C. If a claimant is a minor or an incompetent, the reimbursement may be paid to any person or entity authorized to receive the reimbursement for the benefit of the claimant.

Comments

Full reimbursement is the goal of a Fund, and adequate financing is essential to its achievement. Realistically, however, this ideal must be tempered with a Fund's need to provide all eligible claimants with meaningful, if not total, reimbursement for their losses.

A maximum limitation on reimbursement permits the assets of a developing Fund to accumulate while an historical "claims presented" record is established. It also serves to protect established Funds from catastrophic losses. Toward that end, Paragraph A authorizes the Board to fix a maximum limitation on reimbursement, whether for individual losses, or for the aggregate for all losses sustained by the clients of an individual lawyer.

An aggregate limitation is permitted under Paragraph A, but it is not encouraged. An aggregate limitation has the potential of unfairness and is inconsistent with the goal of providing full reimbursement to all eligible claimants. Unless clearly required by a new and developing Fund, it should not be utilized. When utilized, the Board should aim for its elimination as soon as the Fund's fiscal conditions permit.

Maximum limitations, whether individual or aggregate, should be reviewed periodically in light of the Fund's actual experience in providing reimbursement to eligible claimants for their documented losses.

Paragraph B assigns responsibility for the determination of the actual amount of each reimbursement to the discretion of the Board.

Paragraph B also grants the Board flexibility in paying reimbursement. Depending on a Fund's financial and administrative needs, periodic payment dates can be established, and reimbursement can be paid in lump sums or in installments.

Similarly, where losses involve minors and incompetents, Paragraph C permits the Board to pay the reimbursement directly to a parent or legal representative, for the benefit of the claimant.

Model Rules for Lawyers' Funds for Client Protection - Rule 15

RULE 15 REIMBURSEMENT FROM THE FUND IS DISCRETIONARY

No person shall have the legal right to reimbursement from the Fund. There shall be no appeal from a decision of the Board.

Comment

Although these Rules establish procedures for the processing of claims seeking reimbursement from the Fund, they are not intended to create either substantive rights to reimbursement, compensation, damages or restitution for a lawyer's dishonest conduct, or procedural rights subject to judicial review with respect to determination of claims.

The Fund is not a guarantor of honesty and integrity in the practice of law. Dishonest conduct by a member of the bar imposes no separate legal obligation on the profession collectively, or on the Fund, to compensate for a lawyer's misconduct. The Fund is a lawyer-financed public service, and payments by the Board is discretionary.

Model Rules for Lawyers' Funds for Client Protection - Rule 16

RULE 16 RESTITUTION AND SUBROGATION

- A. A lawyer whose dishonest conduct results in reimbursement to a claimant shall be liable to the Fund for restitution; and the Board may bring such action as it deems advisable to enforce such obligation.
- B. A lawyer whose dishonest conduct has resulted in reimbursement to a claimant shall make restitution to the Fund including interest and the expense incurred by the Fund in processing the claim. A lawyer's failure to make satisfactory arrangement for restitution shall be cause for suspension, disbarment, or denial of an application for reinstatement.
- C. As a condition of reimbursement, and to the extent of the reimbursement provided by the Fund, a claimant shall be required to provide the Fund with a transfer of the claimant's rights against the lawyer, the lawyer's legal representative, estate or assigns; and of the claimant's rights against any third party or entity who may be liable for the claimant's loss.
- D. Upon commencement of an action by the Board as subrogee or assignee of a claim, it shall advise the claimant, who may then join in such action to recover the claimant's unreimbursed losses.
- E. In the event that the claimant commences an action to recover unreimbursed losses against the lawyer or another entity that may be liable for the claimant's loss, the claimant shall be required to notify the Board of such action.
- F. The claimant shall be required to agree to cooperate in all efforts that the Board undertakes to achieve restitution for the Fund, and to repay the Fund if claimant is subsequently reimbursed from another source an amount that exceeds the difference between the principal misappropriated and the Fund award. Such repayment shall not exceed the amount of the Fund award.

Comment

As fiduciaries of the Fund, the Board has the obligation to seek restitution, in appropriate cases, for reimbursement paid to claimants. Successful restitution efforts can enlarge the Fund's financial capacity to provide reimbursement to eligible claimants, and also reduce the need to increase assessments on lawyers to finance the operations of the Fund.

The Board may seek restitution by direct legal action against the lawyer, as well as by the enforcement of rights provided by subrogation and assignment against the lawyer, the lawyer's estate, or any other person or entity who may be liable for the claimant's loss.

Paragraph A is a statement of the Fund's right to seek restitution from the lawyer whose dishonest conduct resulted in a payment of reimbursement. Paragraph A creates an obligation on the dishonest lawyer to reimburse the Fund for all payments made by the Fund to the lawyer's clients. Under Paragraph B, the making of restitution to the Fund by the dishonest lawyer is a condition precedent to the lawyer's continued practice of law.

Paragraph C requires the Board to establish a subrogation policy that requires claimants who receive reimbursement from the Fund to contractually transfer to the Fund their rights against the lawyer and any other person or entity that may be liable for the loss which the Fund reimbursed. This ordinary transfer of rights by subrogation is to extent of the reimbursement provided by the Fund.

Paragraphs D and E provide for appropriate notice and joinder of parties in subrogation actions by the Fund, or by a claimant, where the claimant has received less than full reimbursement from the Fund.

Paragraph F requires a claimant agree to cooperate with the Fund in its efforts to secure restitution.

The provisions of Paragraphs C, D, E, and F will ordinarily be incorporated in the Fund's subrogation agreement with the claimant.

Subrogation agreements should be carefully drawn to maximize the Board's creditor rights. In appropriate cases, subrogation should be supplemented with a full or partial assignment of specific rights possessed by a claimant, such as a payee's rights as a party to a negotiable instrument, or as a judgment creditor.

The Board should seek the enactment of local law, if necessary, to enhance the Fund's creditors rights. One example is a statutory grant of subrogation rights once the Fund reimburses a claimant's loss. A statutory right of subrogation can effectively supplement contractual subrogation, and may eliminate the need for individual agreements.

Another enhancement that local law might provide a Fund is an automatic lien upon payment of restitution. The lien can serve a two-fold purpose: enabling the Board to intercept restitution

which the lawyer is obligated to pay a claimant and preventing claimants from receiving double payments for their losses.

Although most collection efforts directly against the lawyer will not be immediately successful as a practical matter, it is important that the Fund acquire the claimant's rights when it pays reimbursement. A transfer of rights has the potential for a later recoupment of restitution, and to prevent a claimant's double recovery for the same loss.

Lawyer disciplinary agencies, increasingly require lawyers to make restitution to Funds, or to clients, as a condition of discipline or for reinstatement to practice. *See, ABA Model Rules for Lawyer Disciplinary Enforcement* (1999).

The Board, through the exercise of subrogation and assignments rights, can also recover restitution from collateral sources, including law partners.

Model Rules for Lawyers' Funds for Client Protection - Rule 17

RULE 17 JUDICIAL RELIEF

- A. The Board may make application to the appropriate court for relief to protect the interests of claimants or the Fund where:
 - 1. the assets of clients appear to be in danger of misappropriation or loss, or to secure the claimant's or Fund's rights to restitution or subrogation; or
 - 2. the lawyer disciplinary agency has failed to exercise jurisdiction.
- B. A court's jurisdiction in such proceedings shall include the authority to appoint and compensate custodial receivers to conserve the assets and practices of disciplined, missing, incapacitated and deceased lawyers.

Comment

Occasionally a situation arises in which the protection of clients and the Fund requires the appointment of a custodial receiver to wind down the practice and to preserve assets. Rule 17 makes explicit the Board's authority to seek just such a remedy as is available under state law. It is anticipated that the Rule would be adapted to seeking equitable remedies in each jurisdiction.

Model Rules for Lawyers' Funds for Client Protection - Rule 18

RULE 18 CONFIDENTIALITY

- A. Claims, proceedings and reports involving claims for reimbursement are confidential until the Board authorizes reimbursement to the claimant, except as provided below, unless provided otherwise by law. After payment of the reimbursement, the Board shall publicize the nature of the claim, the amount of reimbursement, and the name of the lawyer. The name and the address of the claimant shall not be publicized by the Board unless specific permission has been granted by the claimant.
- B. This rule shall not be construed to deny access to relevant information by professional discipline agencies or other law enforcement authorities as the Board shall authorize, or the release of statistical information that does not disclose the identity of the lawyer or the parties, or the use of such information as is necessary to pursue the Fund's subrogation rights under Rule 16.

Comment

The need to protect wrongly accused lawyers and to preserve the independence of the Board's deliberations should be balanced with the strong public interest in protecting legal consumers and promoting public confidence in the administration of justice.

Publication of awards by the Board demonstrates the legal profession's responsiveness to clients and its commitment to self-regulation. Responsible public information programs are essential to achieving the purposes of the Fund. The public, bar, and judicial leaders, and the news media should be kept informed of the activities of the Board and the status of its reimbursement efforts.

The Board must also be sensitive to the privacy concerns of claimants, and of the constitutional rights of lawyers who may be the subject of criminal proceedings. Deferring publicity may therefore be appropriate where there is a pending criminal prosecution against a lawyer. Securing a claimant's consent to the release of information concerning a claimant's loss and reimbursement may also be a desirable practice, particularly for a voluntary fund which may not be protected by the immunity that is afforded a court-established Fund under Rule 9.

It is within the discretion of the Board to determine which public agencies should be provided access to claim files. Lawyer discipline, law enforcement, and agencies considering nominations to public offices may have a legitimate need for information contained in the Fund's records that would otherwise be confidential.

Model Rules for Lawyers' Funds for Client Protection - Rule 19

RULE 19 COMPENSATION FOR REPRESENTING CLAIMANTS

No lawyer shall accept any payment for assisting a claimant with prosecuting a claim, unless such payment has been approved by the Board.

Comment

Proceedings to determine claims are not necessarily adversarial in nature, and Fund employees should be available to assist claimants in understanding and preparing claims forms. The Bar should be encouraged to assist claimants as a particularly appropriate form of *pro bono* service, and appreciation for such work ought to be expressed.

ATTACHMENT “4”

Supreme Court of New Jersey Order D-112

SUPREME COURT OF NEW JERSEY

ORDER

Comprehensive Enforcement Program Extension of Pilot Project with NJ Lawyers Fund for Client Protection

IT IS ORDERED that the July 23, 1999, Order of the Supreme Court that established a one-year pilot project under which the New Jersey Lawyers Fund for Client Protection was authorized to use the Comprehensive Enforcement Program for collection of monies on behalf of the Fund is extended for six months or until the further Order of the Court, effective October 1, 2000. See N.J.S.A. 2B:19-6a.

For the Court:

/s/ Deborah T. Poritz

C.J.

Dated: October 4, 2000

Notices to the Bar

ATTACHMENT "5"

Decision and Recommendation of the
Disciplinary Review Board,
Docket No. DRB 92-382

11/13/2020

520

DISCIPLINARY REVIEW BOARD

OF THE

SUPREME COURT OF NEW JERSEY

RAYMOND R. TROMBADORE, ESQ., CHAIR
 ELIZABETH L. BUFF, VICE-CHAIR
 G. MICHAEL BROWN, ESQ.
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 JUNE ROSENBAUM SCHECKTER
 JAMES R. ZAZZALI, ESQ.



RICHARD J. HUGHES JUSTICE COMPLEX
 CN 962
 TRENTON, NEW JERSEY 08625
 (609) 292-1011

ROBYN M. HILL
 CHIEF COUNSEL

ISABEL FRANK
 FIRST ASSISTANT COUNSEL

PAULA T. GRANUZZO
 ASSISTANT COUNSEL

DONA S. SEROTA-TESCHNER
 DEPUTY COUNSEL

February 3, 1993

PERSONAL AND CONFIDENTIAL

Stephen W. Townsend, Clerk
 Supreme Court of New Jersey
 CN 970
 Trenton, New Jersey 08625

RE: In the Matter of Kenneth F. Irek
 Docket No. DRB 92-382

Dear Mr. Townsend:

The Disciplinary Review Board recommends to the Supreme Court that respondent be disbarred from the practice of law for his conduct in the above matter. The Board's decision is based upon a recommendation for public discipline filed by the District IX Ethics Committee.

The following documents accompany this recommendation:

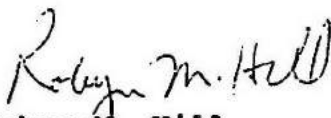
1. Decision and Recommendation of the Disciplinary Review Board, dated December 28, 1992.
2. Transcript of the hearing before the Board dated November 18, 1992.
3. Ethics history and Client Protection Fund Report, dated September 30, 1992.
4. Hearing Panel Report, dated August 5, 1992, filed by the District IX Ethics Committee.

Page Two

In the Matter of Kenneth F. Irek

5. Transcript of the hearing before the District IX Ethics Committee, dated July 29, 1992.
6. Exhibits P-1, P-2 and P-4.
7. Formal complaint, undated (please note that there is no answer).

Very truly yours,


Robyn M. Hill

/rt

cc: Raymond R. Trombadore, Esq.
Chair, Disciplinary Review Board (w/o enclosure)
David E. Johnson, Jr., Esq.
Director, Office of Attorney Ethics (w/full file)
Richard B. Ansell, Esq.
Chair, District IX Ethics Committee (w/encl. #1)
Jamie S. Perri, Esq.
Secretary, District IX Ethics Committee (w/encl. #1)
Kenneth F. Irek, Esq.

SUPREME COURT OF NEW JERSEY
 Disciplinary Review Board
 Docket No. DRB 92-382

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

Decision and Recommendation
 of the
 Disciplinary Review Board

Argued: November 18, 1992

Decided: December 28, 1992

Robert J. Gaughran appeared on behalf of the District IX Ethics Committee.

Respondent did not appear.¹

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

This matter was before the Board based on a recommendation for public discipline filed by the District IX Ethics Committee ("DEC"). The complaint charged respondent with violation of RPC 1.15(b) and 8.4(c), by failing to return to grievants a \$5,000 deposit that they were entitled to receive in a real estate transaction. The DEC dismissed charges of violation of RPC 1.3 (lack of diligence) (Second Count).

Respondent was admitted to the New Jersey bar in 1981. At the time relevant to this proceeding, he was the sole shareholder and

¹ Respondent was served with notice of the Board hearing by publication in the New Jersey Law Journal, the Asbury Park Press and the New Jersey Lawyer.

president of Kirex Development Company ("Kirex"). On May 23, 1990, Zontan and Cathleen Szatmary, the grievants in this matter, signed a contract with Kirex for the purchase of a lot in Jackson, New Jersey, for \$35,000. The closing of title was scheduled for June 15, 1990. The contract also provided for a \$5,000 deposit to be held in trust by Kirex until closing of title. On May 29, 1990, grievants paid a \$5,000 deposit by a check made out to Kirex, which endorsed the check as its payee.

According to Cathleen Szatmary, she inquired of her attorney as to why the check had not been made out to an attorney, to be held in his or her trust account, as had been her experience in prior real estate transactions. Her attorney explained that respondent was a lawyer and that he was acting on his own behalf through Kirex. Mrs. Szatmary did not know, however, whether respondent had assured her attorney that he would hold the deposit in his capacity as a lawyer.

Thereafter, grievants and their attorney were unable to reach respondent to schedule a closing date. Numerous telephone calls, letters sent by certified mail, and personal visits to respondent's house and two offices were unavailing. On one particular occasion, grievants were able to reach Fran Donahue, Kirex' representative with whom they dealt in the transaction, but Ms. Donahue, too, was unaware of respondent's whereabouts. As of the date of the ethics hearing, grievants had neither closed title on their property nor recovered their deposit monies.

Respondent did not appear at either the DEC or the Board

hearing, despite notice by publication in several periodicals.

At the conclusion of the ethics hearing, the DEC found that respondent "received money in a fiduciary capacity with the money placed in trust and failed to safeguard it and return it," in violation of RPC 1.15(b). The DEC also found that respondent violated RPC 8.4(c) when he "misrepresented that [the money] would be placed in trust and held until closing and he then absconded with the funds." Hearing Panel Report at 4.

CONCLUSION AND RECOMMENDATION

Upon a de novo review of the record, the Board is satisfied that the DEC's conclusion that respondent acted unethically is fully supported by clear and convincing evidence.

Respondent absconded with grievant's deposit monies, which grievants had entrusted to him for safekeeping until closing of title not because respondent was the president of Kirex, but because he was an attorney. Although it is respondent's status as a member of the bar that required him to abide by the high standards expected of the profession, he was also acting as an attorney in the transaction, as Kirex' counsel. Disbarment is, therefore, the only appropriate sanction for his knowing misuse of escrow funds. In re Hollendonner, 102 N.J. 21 (1985). A six-member majority of the Board so recommends. One member would have imposed a two-year suspension, believing that the record did not

ATTACHMENT “6”

Letter Dated 5/14/1993 from Roger S. Steffens,
Deputy Counsel, NJLFCP

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

STREET ADDRESS FOR DELIVERIES:
25 W. MARKET STREET

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

FAX (609) 394-8637

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.

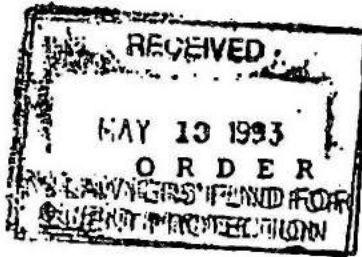
Very truly yours,

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

RSS:baw
Enc.

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

:
:
:



FILED

MAY 13 1993

Stephen W. Leonard
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 the 11th day of May, 1993.
my office.

Stephen W. Leonard

Stephen W. Leonard
CLERK OF THE SUPREME COURT

ATTACHMENT "7"

NJLFCP Release, Assignment and Subrogation
Agreement, 11/26/1993

520:1-93
JP

**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
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FRANK C. FARR

**RICHARD J. HUGHES JUSTICE COMPLEX
CN-961**

TRENTON, NJ 08625-0961

BILLING: (609) 292-8079

CLAIMS: (609) 292-8008

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 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

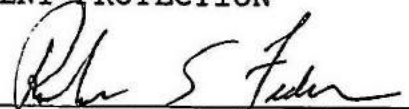
Client Protection Fund in any legal action brought by the Fund or on its behalf against Kenneth Irek, or any other appropriate party, to recover these monies and that payment of said monies is contingent upon such cooperation.

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.

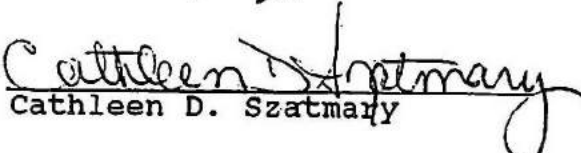
ATTEST:


Ella M. Scarantino, Secretary

NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION

By: 
Robert S. Feder, Chairman
Board of Trustees


Zontan Szatmary

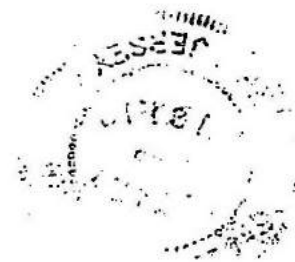

Cathleen D. Szatmary

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. # 26-78002



ATTACHMENT "8"

Letter Dated 8/14/ 2006 from Ruby D. Cochran,
Deputy Counsel, NJLFCP

FOR
CLIENT PROTECTION

TRUSTEES

ALAN L. WILLIAMS, CHAIR
TINA E. BERNSTEIN, VICE CHAIR
EMMETT E. PRIMAS, JR., TREASURER
JEAN M. RAMATOWSKI
SUSAN E. LAWRENCE
JAMES H. LASKEY
LUIS R. SANCHEZ

ASSISTANT TREASURER
CHRISTINA P. HIGGINS

STREET ADDRESS:

25 WEST MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, N.J. 08625



RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 961
TRENTON, N.J. 08625-0961

DIRECTOR & COUNSEL
KENNETH J. BOSSONG

DEPUTY DIRECTOR
DANIEL R. HENDI

SENIOR COUNSEL
WILLIAM J. THOMAS

DEPUTY COUNSEL
RUBY D. COCHRAN

(609) 984-7179

CLAIMS: (609) 984-7179

BILLING (609) 292-8079

FAX: (609) 394-3637

August 14, 2006

Mr. Kenneth F. Irek
9800 D
#261 Topanga Cyn Blvd.
Chatsworth, CA 91311

Re: **New Jersey Lawyers' Fund for Client Protection v. Kenneth F. Irek**
Docket No.: MER-L-0005664-94; J-082161-95; Our File No.: CPF-520

Dear Mr. Irek:

We previously obtained a driver's license suspension on you on November 5, 2005, which was processed in New Jersey. Enclosed please find a copy of an Order signed by the Honorable F. Patrick McManimon at the July 28, 2006 Comprehensive Enforcement Hearing continuing that suspension.

We have given you every opportunity to contact us to make payment arrangements on the amount due and owing to the Fund. If we do not hear from you within ten (10) days from the date of this letter, we will forward the enclosed Order, together with a copy of the Driver's License Forfeiture sent to Motor Vehicles in New Jersey, directly to the California Department of Motor Vehicles. We will request that they suspend your license in California until you have paid the New Jersey Lawyers' Fund for Client Protection the amount owing of \$5,000.00.00.

It is essential that you contact me within ten (10) days of the date of this letter to resolve this issue. If I do not hear from you, then I will take the necessary steps to begin the above process.

Sincerely,

Ruby D. Cochran
Ruby D. Cochran

RDC:sjb

Enclosure

Sent by regular mail and certified mail, r.r.f.

A True Copy
Sue Regan
SUE REGAN
Deputy Clerk of Superior Court

Superior Court of New Jersey
County of Mercer Civil Division



JUDGMENT AND
CONSENT ORDER

NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION

vs.

KENNETH F. IREK

Social Security # [REDACTED]-8426

CPR-520

Docket/Indictment/Accusation # MER-L-5664-94;

DONALD F. FIELAN
CLERK OF SUPERIOR COURT
SUPERIOR COURT OF N.J.
MERCER COUNTY
RECEIVED AND FILED

JUL 28 2006

Hearing Date: July 28, 2006

Judgment #: J-082161-95

Sue Regan

SUE REGAN
DEPUTY CLERK OF SUPERIOR COURT

This matter has been opened to the Comprehensive Enforcement Program by the New Jersey Lawyers' Fund for Client Protection
Court Order

Service upon which this order is based:

- Certified Mail Signed by: *NOT RETURNED* Refused Returned Unclaimed
- Regular Mail Not Returned Returned Other

IT IS HEREBY ORDERED that the Defendant pay to the New Jersey Lawyers' Fund for Client Protection ("the Fund") the balance due of \$ 5,000.00 payable at \$ _____ per _____ effective ____/____/06.

The Defendant shall keep the Fund informed of any change in Defendant's financial circumstances. Defendant shall also se the Fund of any change in Defendant's employment or residence.

If Defendant is thirty (30) days in arrears with any one (1) payment, then the whole balance becomes due and owing, and the Fund may use any and all available means to collect it.

Financial Obligation Fulfilled.

IT IS ALSO ORDERED THAT:

JUDGMENT WILL BE ENTERED this 28th day of July 2006 on Docket Number MER-L-5664-94;

\$ _____ PAID AT HEARING. A LUMP SUM PAYMENT OF \$ _____ must be made by ____/____/____.

INCOME WITHHOLDING is ordered, and is binding on current and future income sources.

LIEN be entered against proceeds from any settlement.

EMPLOYMENT SEARCH _____ contacts to be made per _____.

_____ Days/hours county jail under the authority of the Labor Assistance Program or Enforced Community Service Program. Cost to Defendant: \$15.00 enrollment fee and \$2.00 per day fee. Total fee: \$ _____. Failure to comply may result in mandatory incarceration (\$ _____ Condition of release). Start Date: ____/____/____.

OTHER *DL suspension, purge \$5,000*

RELIST for return to Comprehensive Enforcement Proceedings on _____.

A BENCH WARRANT for the Defendant is hereby recommended/ordered. The Defendant was properly noticed for court appearance and failed to appear (service noted above). Defendant may be release from incarceration upon payment of \$ _____.

I HEREBY DECLARE THAT I UNDERSTAND ALL PROVISIONS OF THIS RECOMMENDATION/ORDER.

Defendant: _____

This order is being entered in default. **KENNETH F. IREK**

Witness :

So recommended to the Court by the Hearing Officer.

Name: BEVERLY BROWN SCHORR, ESQ.

Signature:

Beverly Brown Schorr
BEVERLY BROWN SCHORR, ESQ.

SO ORDERED by the Court:

Name: F. PATRICK MC MANIMON, J.S.C.

Signature:

F. Patrick Mc Manimon
F. PATRICK MC MANIMON, J.S.C.

Date: 7/28/26

PLEASE NOTIFY COURT OF DISABILITY ACCOMMODATION NEEDS

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>08/15/06</u></p>
<p>1. A. Addressed to: <u>Mr. Kenneth Dreik</u> <u>9800 D</u> <u>#261 Jopanga Cyn Blvd.</u> <u>Chatsworth, Ca 91311</u></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: _____</p> <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number: (Transfer from service label) <u>7003 3110 0005 3285 1869</u></p>	<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>

699T 582E 5000 DTLE E002

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$ _____ Certified Fee <u>8/15/06</u> Return Receipt Fee (Endorsement Required) _____ Restricted Delivery Fee (Endorsement Required) _____ Total Postage & Fees \$ _____	Postmark Here
Sent To <u>Kenneth F. Dreik 9800 D</u> Street, Apt. No., or PO Box No. <u>#261 Jopanga Cyn Blvd.</u> City, State, ZIP+4 <u>Chatsworth CA 91311</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

2-2022-20

ATTACHMENT "9"

Letter Dated 10/6/ 2006 from Ruby D. Cochran,
Deputy Counsel, NJLFCP

NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION

TRUSTEES

ALAN L. WILLIAMS, CHAIR
TINA E. BERNSTEIN, VICE CHAIR
EMMETT E. PRIMAS, JR., TREASURER
JEAN M. RAMATOWSKI
SUSAN E. LAWRENCE
JAMES H. LASKEY
LUIS R. SANCHEZ

ASSISTANT TREASURER
CHRISTINA P. HIGGINS

STREET ADDRESS:

25 WEST MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, N.J. 08625



RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 961
TRENTON, N.J. 08625-0961

DIRECTOR & COUNSEL
KENNETH J. BOSSONG

DEPUTY DIRECTOR
DANIEL R. HENDI

SENIOR COUNSEL
WILLIAM J. THOMAS

DEPUTY COUNSEL
RUBY D. COCHRAN

(609) 984-7179

CLAIMS: (609) 984-7179

BILLING (609) 292-8079

FAX: (609) 394-3637

October 6, 2006

California Department of Motor Vehicles
2415 1st Avenue
E-128
P.O. Box 932382
Sacramento, CA 95818

Re: **New Jersey Lawyers' Fund for Client Protection v. Kenneth F. Irek**
Docket No.: MER-L-0005664-94; J-082161-95; Our File No.: CPF-520

Gentlemen:

Please be advised that I serve as Deputy Counsel to the New Jersey Lawyers' Fund for Client Protection ("Fund"). The Fund exists as a Committee of the Supreme Court of New Jersey pursuant to R. 1:28-1 et seq. for the purpose of compensating the clients of disciplined attorneys who have misappropriated money from them. Kenneth F. Irek was such an attorney. His conduct, while acting as a New Jersey lawyer, has resulted in a claim or claims with the Fund. The Fund has a Judgment against Mr. Irek in the amount of \$5,000.00, which he has refused to pay.

On July 28, 2006, we obtained an Order (copy enclosed) to suspend the driving license of Kenneth F. Irek in New Jersey for failure to reimburse the Fund for the monies it has paid to his victims. Mr. Irek is now living in California. Could you please suspend or refuse to renew the driving license of Mr. Irek based on this Order?

Thank you for any help you can give us in this matter.

Sincerely,

Ruby D. Cochran
Ruby D. Cochran

RDC:sjb

Enclosures

cc: Mr. Kenneth F. Irek

**This Letter Dated October 6, 2006,
is similar to the preceding Letter of the
same date, except the penultimate sentence
contains contact information to
discuss options.**

This comment by Kenneth Irek

NI / JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION

TRUSTEES

ALAN L. WILLIAMS, CHAIR
TINA E. BERNSTEIN, VICE CHAIR
EMMETT E. PRIMAS, JR., TREASURER
JEAN M. RAMATOWSKI
SUSAN E. LAWRENCE
JAMES H. LASKEY
LUIS R. SANCHEZ

ASSISTANT TREASURER

CHRISTINA P. HIGGINS

STREET ADDRESS:

25 WEST MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, N.J. 08625



RICHARD J. HUGHES JUSTICE COMPLEX
P.O. Box 961
TRENTON, N.J. 08625-0961

DIRECTOR & COUNSEL
KENNETH J. BOSSONG

DEPUTY DIRECTOR
DANIEL R. HENDI

SENIOR COUNSEL
WILLIAM J. THOMAS

DEPUTY COUNSEL
RUBY D. COCHRAN

(609) 984-7179

CLAIMS: (609) 984-7179

BILLING (609) 292-8079

FAX: (609) 394-3637

October 6, 2006

California Department of Motor Vehicles
2415 1st Avenue
E-128
P.O. Box 932382
Sacramento, CA 95818

Re: **New Jersey Lawyers' Fund for Client Protection v. Kenneth F. Irek**
Docket No.: MER-L-0005664-94; J-082161-95; Our File No.: CPF-520

Gentlemen:

Please be advised that I serve as Deputy Counsel to the New Jersey Lawyers' Fund for Client Protection ("Fund"). The Fund exists as a Committee of the Supreme Court of New Jersey pursuant to R. 1:28-1 *et seq.* for the purpose of compensating the clients of disciplined attorneys who have misappropriated money from them. Kenneth F. Irek was such an attorney. His conduct, while acting as a New Jersey lawyer, has resulted in a claim or claims with the Fund. The Fund has a Judgment against Mr. Irek in the amount of \$5,000.00, which he has refused to pay.

On July 28, 2006, we obtained an Order (copy enclosed) to suspend the driving license of Kenneth F. Irek in New Jersey for failure to reimburse the Fund for the monies it has paid to his victims. Mr. Irek is now living in California. Could you please suspend or refuse to renew the driving license of Mr. Irek based on this Order? If not, could you please contact me at (609) 984-7179 to discuss our options.

Thank you for any help you can give us in this matter.

Sincerely,

Ruby D. Cochran
Ruby D. Cochran

RDC:sjb

Enclosures

cc: Mr. Kenneth F. Irek

A True Copy
Sue Regan

Superior Court of New Jersey
County of Mercer Civil Division



JUDGMENT AND
CONSENT ORDER

SUE REGAN
Deputy Clerk of Superior Court

NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION vs. KENNETH F. IREK	Social Security # [REDACTED]-8426	DONALD F. PHELPS CLERK OF SUPERIOR COURT SUPERIOR COURT OF N.J. MERCER COUNTY RECEIVED AND FILED JUL 28 2006
	CPF-520	
	Docket/Indictment/Accusation # MER-L-5664-94;	

Hearing Date: July 28, 2006	Judgment #: J-082161-95	<i>Sue Regan</i>
-----------------------------	-------------------------	------------------

This matter has been opened to the Comprehensive Enforcement Program by the New Jersey Lawyers' Fund for Client Protection. **SUE REGAN**
DEPUTY CLERK OF SUPERIOR COURT

Service upon which this order is based:

<input checked="" type="checkbox"/> Certified Mail	<input checked="" type="checkbox"/> Signed by: <i>NOTA RETURNED</i>	<input type="checkbox"/> Refused	<input type="checkbox"/> Returned Unclaimed
<input checked="" type="checkbox"/> Regular Mail	<input checked="" type="checkbox"/> Not Returned	<input type="checkbox"/> Returned	<input type="checkbox"/> Other

IT IS HEREBY ORDERED that the Defendant pay to the New Jersey Lawyers' Fund for Client Protection ("the Fund") the balance due of \$ 5,000.00 payable at \$ _____ per _____ effective ___/___/06.

The Defendant shall keep the Fund informed of any change in Defendant's financial circumstances. Defendant shall also advise the Fund of any change in Defendant's employment or residence.

If Defendant is thirty (30) days in arrears with any one (1) payment, then the whole balance becomes due and owing, and the Fund may use any and all available means to collect it.

Financial Obligation Fulfilled.

IT IS ALSO ORDERED THAT:

<input checked="" type="checkbox"/> JUDGMENT WILL BE ENTERED this <u>28th</u> day of <u>July</u> 2006 on Docket Number MER-L-5664-94;
<input type="checkbox"/> \$ _____ PAID AT HEARING. <input type="checkbox"/> A LUMP SUM PAYMENT OF \$ _____ must be made by ___/___/___.
<input type="checkbox"/> INCOME WITHHOLDING is ordered, and is binding on current and future income sources.
<input type="checkbox"/> LIEN be entered against proceeds from any settlement.
<input type="checkbox"/> EMPLOYMENT SEARCH _____ contacts to be made per _____.
<input type="checkbox"/> _____ Days/hours county jail under the authority of the Labor Assistance Program or Enforced Community Service Program. Cost to Defendant: \$15.00 enrollment fee and \$2.00 per day fee. Total fee: \$ _____. Failure to comply may result in mandatory incarceration (\$ _____ Condition of release). Start Date: ___/___/___.
<input checked="" type="checkbox"/> OTHER <i>DL suspension, purge \$5,000</i>
<input type="checkbox"/> RELIST for return to Comprehensive Enforcement Proceedings on _____.
<input type="checkbox"/> A BENCH WARRANT for the Defendant is hereby recommended/ordered. The Defendant was properly noticed for court appearance and failed to appear (service noted above). Defendant may be release from incarceration upon payment of \$ _____.

I HEREBY DECLARE THAT I UNDERSTAND ALL PROVISIONS OF THIS RECOMMENDATION/ORDER.

Defendant:

This order is being entered in default. KENNETH F. IREK

Witness :

So recommended to the Court by the Hearing Officer.

Name: BEVERLY BROWN SCHORR, ESQ.

Signature:

Beverly Brown Schorr
BEVERLY BROWN SCHORR, ESQ.

SO ORDERED by the Court:

Name: F. PATRICK MC MANIMON, J.S.C.

Signature:

Date: 7/28/26

F. Patrick Mc Manimon
F. PATRICK MC MANIMON, J.S.C.

PLEASE NOTIFY COURT OF DISABILITY ACCOMMODATION NEEDS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kenneth F. Drak
9800 D
#261 Jopanga Cyn Blvd.
Chatsworth, Ca 91311

2. Ar
(r)

PS F

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery (Extra Fee)

Yes

102595-02-M-1540

7005 1820 0003 1460 8128

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	10/10/06
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To *Kenneth F. Drak*

Street, Apt. No. or PO Box No. *9800 D*

City, State, ZIP+4 *#261 Jopanga Cyn Blvd.
Chatsworth, Ca 91311*

PS Form 3800, June 2002 See Reverse for Instructions

ATTACHMENT "10"

Letter Dated 3/30/2015 from Ruby D. Cochran,
Deputy Counsel, NJLFCP, w/ Bench Warrant

**NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION**

TRUSTEES

GERARD P. DEVEAUX, CHAIR
KATHERINE HARTMAN, VICE CHAIR
JOSEPH SEVERINO, TREASURER
ALAN L. WILLIAMS
JAMES R. BEATTIE
RAYMOND S. LONDA
DOUGLAS H. AMSTER



DIRECTOR & COUNSEL
DANIEL R. HENDI

DEPUTY DIRECTOR
EDWARD T. EHLER

SENIOR COUNSEL
MICHAEL T. MCCORMICK

DEPUTY COUNSEL
RUBY D. COCHRAN

ASSISTANT TREASURER
SHELLEY R. WEBSTER

STREET ADDRESS:
25 WEST MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, N.J. 08625

RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 961
TRENTON, N.J. 08625-0961

855-533-FUND (3863)
FAX: (609) 394-3637

WWW.NJCOURTS.COM/CPF

March 30, 2015

Mr. Kenneth F. Irek
9800 D Topanga Cyn Blvd. #26
Chatsworth, CA 91311

Re: New Jersey Lawyers' Fund for Client Protection v. Kenneth F. Irek
Docket No.: MER-L-005664-94; J-082161-95; Our File No.: CPF-520

Dear Mr. Irek:

The Superior Court of New Jersey has issued a Bench Warrant (photocopy enclosed) for your arrest as a result of your failure to appear for the enforcement hearing on December 5, 2014, to which you were summoned regarding the above referenced obligation to the New Jersey Lawyers' Fund for Client Protection.

The Fund will afford you a final opportunity to enter into a Consent Order for repayment before it forwards the Bench Warrant to the Los Angeles County Sheriff's Department for execution. You must return an executed Consent Order (which the Fund will generate after you propose a reasonable payment plan), an initial payment, and a completed Information Subpoena to this office on or before April 17, 2015, or the Fund will prosecute the Bench Warrant. Please call me at 609-815-3043 to discuss your case.

The Fund will afford you a final opportunity to pay the purge amount of \$150.00 set forth in the Bench Warrant before it forwards the Bench Warrant to the Sheriff's Department for execution. The purge amount of \$150.00 must be paid on or before April 17, 2015, or the Fund will prosecute the Bench Warrant.

**NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION**

By: *Ruby D. Cochran*
Ruby D. Cochran
Deputy Counsel

RDC:sjb
Enclosure
Sent by regular mail and certified mail, r.r.r.

New Jersey Lawyers' Fund for Client Protection
 Richard J. Hughes Justice Complex
 25 W. Market Street, P.O. Box 961
 Trenton, New Jersey 08625-0961
 Ruby D. Cochran, Deputy Counsel
 Attorney I.D. No. 017151998
 (609) 815-3043

DEFENDANT'S ADDRESS
 9800 D Topanga Cyn Blvd. #26
 Chatsworth, CA 91311

NEW JERSEY LAWYERS' FUND FOR
 CLIENT PROTECTION

Plaintiff,

v.

KENNETH F. IREK

Defendant.

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION
 MERCER COUNTY

DOCKET NO. MER-L-005664-94
 JUDGMENT NO. J-082161-95

CLERK OF SUPERIOR COURT
 SUPERIOR COURT OF N.J.
 MERCER COUNTY
RECEIVED AND FILED

CPF-520

CIVIL ACTION

BENCH WARRANT

MAR 23 2015

TO: THE SHERIFF OF LOS ANGELES COUNTY, CA:
 OR ANY OTHER AUTHORIZED PERSON

Sue Regan

SUE REGAN
 DEPUTY CLERK OF SUPERIOR COURT

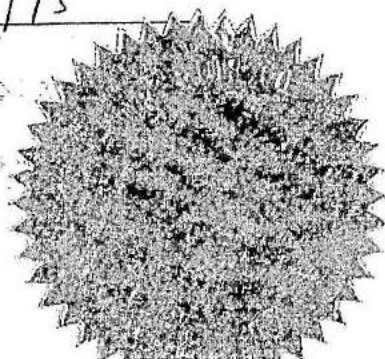
WHEREAS, by a certain Order made in the Superior Court of New Jersey, Law Division, Civil Part on the 5th day of December, 2014, it was Ordered that a Warrant be issued for the arrest of **KENNETH F. IREK** because of his failure to appear pursuant to a Summons to Appear for Contempt of Court Hearing served by certified and regular mail on November 5, 2014, concerning his failure to pay the obligation imposed by the Judgment referenced above.

THEREFORE, we command you to take **KENNETH F. IREK** between the hours of 8:30 a.m. and 3:30 p.m. on Monday through Friday and safely and closely keep him in your custody in the common Jail of the County of Los Angeles until he shall be brought before the Honorable William Anklowitz, J.S.C., Superior Court of New Jersey, Mercer County, or until said Court shall make Order to the contrary.

UPON payment of \$150.00 in cash, money order or certified check, made payable to the New Jersey Lawyers' Fund for Client Protection, the defendant shall immediately be released from custody.

Dated: 3/23/15

Sue Regan
 SUE REGAN
 Deputy Clerk of the Court
 Superior Court of New Jersey, Mercer County



ENTERED
PRC

ATTACHMENT "11"

Complaint - Docket No. L-5664-94, Superior
Court of New Jersey,
Law Division, Mercer County

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE:	CK CG CA
CHG/CK NO.	
AMOUNT:	
OVERPAYMENT:	

CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial pleadings (not motions) under R 4:5-1.

ATTORNEY NAME Michael T. McCormick	TELEPHONE NUMBER (609) 984-7179	COUNTY OF VENUE Mercer
FIRM NAME (If Applicable) N.J. Lawyers' Fund for Client Protection	DOCKET NUMBER (When Available) MER L-005664-94	
OFFICE ADDRESS Richard J. Hughes Justice Complex 25 West Market Street, CN-961 Trenton, N.J. 08625	DOCUMENT TYPE (See reverse side for listing): complaint	
NAME OF PARTY (e.g., John Doe, Plaintiff) N.J. Lawyers' Fund for Client Protection		CAPTION N.J. Lawyers' Fund for Client Protection v. Kenneth Irek
THE INFORMATION PROVIDED BELOW CANNOT BE INTRODUCED INTO EVIDENCE.		
CASE TYPE NUMBER (See reverse side for listing): 899	Is this a Title 59 action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Check if applicable: <input type="checkbox"/> Punitive Damages <input type="checkbox"/> Friendly Hearing Sought <input type="checkbox"/> Declaratory Judgment		
CDR Desired? <input type="checkbox"/> Yes Specify type:		<input type="checkbox"/> No
Present Medical Expenses: <input type="checkbox"/> \$2500 or less <input type="checkbox"/> More than \$2500. If more, do you wish to submit this case to Arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Briefly describe the case; include any special characteristics that may warrant extended discovery or accelerated disposition (see reverse side for additional instructions): Plaintiff is assignee/subrogee of Claimants reimbursed by Fund trustees as a result of Defendant's misappropriation of Funds. New Jersey Lawyers' Fund for Client Protection exists under R. 1:28-1 et seq. of the <u>Rules of Court</u> . Defendant is a disbarred attorney at law of the State of New Jersey.		
Describe all pending actions related to this case, i.e., arising out of the same occurrence or transaction (give docket number if known): None known at this time.		
ESTIMATED NUMBER OF DAYS TO TRY THE CASE Liability: <u>1/2 day</u> Damages: <u>1/2 day</u>		CASE ASSESSMENT (Mandatory for DCM Counties) <input type="checkbox"/> Expedited <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Complex

ALBERT S. DRIVER, JR.
COUNTY CLERK
DEPUTY CLERK SUP. CT.

1994 DEC 29 AM 8:01

RECEIVED AND FILED
MERCER COUNTY
CLERKS OFFICE

New Jersey Lawyers' Fund for
Client Protection
Richard J. Hughes Justice Complex
CN-961
Trenton, NJ 08625
Michael T. McCormick, Deputy Counsel
(609) 984-7179

NEW JERSEY LAWYERS' FUND FOR	:	SUPERIOR COURT OF NEW JERSEY
CLIENT PROTECTION	:	LAW DIVISION
	:	MERCER COUNTY
Plaintiff	:	
	:	DOCKET NO. <i>MER.L. 005664-94</i>
v.	:	
	:	Civil Action
KENNETH IREK	:	
	:	COMPLAINT
Defendant	:	

The plaintiff, New Jersey Lawyers' Fund for Client Protection, an entity established by the Supreme Court of New Jersey under R. 1:28-1, et seq., Richard J. Hughes Justice Complex, CN-961, Trenton, New Jersey 08625, complaining against the defendant says:

1. The plaintiff was established to reimburse clients for losses caused by the dishonest conduct of members of the Bar of New Jersey.

2. Defendant maintained offices for the practice of law at 41 Highway 34, Colts Neck, New Jersey 07722.

3. Defendant was disbarred from the practice of law on May 11, 1993.

4. In or about August 1990, while representing Zontan and Cathleen Szatmary, defendant embezzled, misapplied and converted to his own use the sum of \$5,000.00 received by him on behalf of Mr. and Mrs. Szatmary as funds to be held, in a fiduciary capacity,

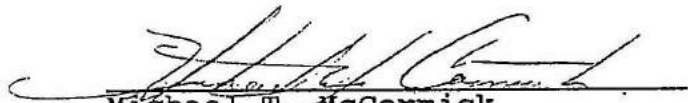
in escrow in connection with a real estate transaction.

5. The individuals named in paragraph four of this complaint filed a claim with plaintiff on account of the dishonest conduct of the defendant.

6. Pursuant to R. 1:28-1, et seq., of the Rules Governing the courts of New Jersey, the plaintiff has paid the claim of the Claimants named in paragraph four and has received an assignment of all their rights, claims and interest against the defendant.

7. To date, defendant has not reimbursed the plaintiff for any of the monies paid on his behalf.

WHEREFORE, plaintiff demands judgment against the defendant for damages in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) plus interest from the date of Complaint and costs of suit.


Michael T. McCormick
Deputy Counsel
Attorney for Plaintiff

Dated: December 21, 1994

CERTIFICATION

I hereby certify pursuant to R. 4:5-1 that, to my knowledge, the matter in controversy is not the subject of any action pending in any court nor is there any pending arbitration proceeding, nor is any such action or arbitration contemplated. I further certify that there are no other parties who should be joined in this

action.

I certify that the foregoing statements made by me are true.
I am aware that if any of the foregoing statements made by me are
wilfully false, I am subject to punishment.



Michael T. McCormick
Deputy Counsel
Attorney for Plaintiff

Dated: December 21, 1994

MTM/CPF-520
 NEW JERSEY LAWYERS' FUND
 FOR CLIENT PROTECTION
 Richard J. Hughes Justice Complex
 25 West Market Street, CN-961
 Trenton, NJ 08625-0961
 (609) 984-7179
 Michael T. McCormick, Esquire

NEW JERSEY LAWYERS' FUND :
 FOR CLIENT PROTECTION, :
 :
 Plaintiff, :
 :
 v. :
 :
 KENNETH IREK :
 :

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION, MERCER COUNTY
 :
 DOCKET NO. MER-L-005664-94
 :
 CIVIL ACTION
 :
 SUMMONS

FROM THE STATE OF NEW JERSEY :
 TO THE DEFENDANT(S) NAMED ABOVE :

KENNETH IREK
 1111 CRANDON BOULEVARD
 KEY BISCAYNE, FLORIDA 33149

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this Summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written Answer or Motion and Proof of Service with the Deputy Clerk of the Superior Court in the county listed above within thirty-five (35) days from the date you received this Summons, not counting the day you received it. (The address of the Deputy Clerk of the Superior Court is provided). An \$80.00 filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the Deputy Clerk of the Superior Court), must accompany your Answer or Motion when it is filed. You must also

send a copy of your Answer or Motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written Answer or Motion (with fee and completed Case Information Statement) if you want the Court to hear your defense.

If you do not file and serve a written Answer or Motion within thirty-five (35) days the Court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney you may call the Legal Services office in the County where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.



Donald F. Phelan
Clerk, Superior Court of N.J.

DATED : January 3, 1995.

Name of Defendant to be served : **Kenneth Irek**
Address of Defendant to be served : **1111 Crandon Boulevard**
Key Biscayne, Florida 33149

ATTACHMENT “12”

Letter Dated 10/22/2004 to
California Department of Motor Vehicles

**NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION**

TRUSTEES

WILLIAM E. HINKES, CHAIR
ROBERT J. DEL TUFO, VICE CHAIR
ALAN L. WILLIAMS, TREASURER
PATRICIA B. ROE
ALFRED T. GIULIANO
EMMETT E. PRIMAS, JR.
TINA E. BERNSTEIN

ASSISTANT TREASURER
CHRISTINA P. HIGGINS

STREET ADDRESS:

25 WEST MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, N.J. 08625



RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 961
TRENTON, N.J. 08625-0961

DIRECTOR & COUNSEL
KENNETH J. BOSSONG

SENIOR COUNSEL
DANIEL R. HENDI
WILLIAM J. THOMAS

DEPUTY COUNSEL
JOANNE M. DIETRICH

BOARD SECRETARY
RUBY D. COCHRAN

(609) 984-7179
CLAIMS: (609) 292-8008
BILLING (609) 292-8079
FAX: (609) 394-3637

Writer's Direct Dial: (609) 633-9708

October 22, 2004

California Department of Motor Vehicles
2415 1st Ave.
P.O. Box 932382
Sacramento, CA 95818

Re: Kenneth Irek - Date of Birth: October 8, 1949
Social Security No.: - [REDACTED] - Our File No.: CPF-520

Dear Sir or Madam:

Please be advised that I serve as Deputy Counsel to the New Jersey Lawyers' Fund for Client Protection ("Fund"). The Fund exists as a Committee of the Supreme Court of New Jersey pursuant to R. 1:28-1 et seq. for the purpose of compensating the clients of disciplined attorneys who misappropriated money from them. Kenneth Irek was such an attorney. His conduct, while acting as a New Jersey lawyer, has resulted in claims with the Fund in the amount of \$5,000.00.

I am in the process of attempting to locate Mr. Irek to enforce the judgment and require Mr. Irek to pay on the judgment. The last known address I have for Mr. Irek is 9800 D Topanga Cyn Blvd. #261, Chatsworth, CA 91311.

I am requesting that you please search your motor vehicle records to determine whether you have a current address for Mr. Irek. If Mr. Irek's address has changed, please advise, so that I may locate Mr. Irek to enforce the judgment.

The Fund is a Judicial entity and is generally exempt from the payment of fees. Please let me know whether a fee is due. Thank you for your courtesy. Please contact me if you have any questions or need any additional information from me.

Sincerely,


JOANNE M. DIETRICH

ATTACHMENT “13”

Default Judgment - Docket No. L-5664-94,
Superior Court of New Jersey, Mercer County

COURT DE N.J.

CPF-520

C'D

MAR 18 1995

THE ORIGINAL OF THIS DOCUMENT HAS BEEN SENT TO THE MERCER COUNTY CLERK'S OFFICE FOR FILING.

DATED, 3/22/95

J-5

Daniel R. Hendi

DRH:KMT/CPF-520
New Jersey Lawyers' Fund for Client Protection
Richard J. Hughes Justice Complex
CN-961,
Trenton, New Jersey 08625-0961
(609) 984-7179
Daniel R. Hendi, Deputy Counsel

RECORDED AS A LIEV 3-31-95

NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION,

Plaintiff,

v.

KENNETH IREK,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MERCER COUNTY

DOCKET NO. MER L 005664-94

Civil Action

DEFAULT JUDGMENT

J

082161-95

THE SUMMONS AND COMPLAINT in the above entitled action having been duly served on the Defendant and default having been entered for failure to answer or otherwise move as to the Complaint;

IT IS ON THIS 22nd. DAY OF March. ; 1995;

ORDERED THAT Judgment be entered in favor of the Plaintiff, New Jersey Lawyers' Fund for Client Protection, and against the Defendant, Kenneth Irek, in the sum of Five Thousand (\$5,000.00) Dollars, plus interest and costs of suit.

Neil H. Shiister

J.S.C.

NEIL H. SHIISTER, J.S.C.