

PLAINTIFF'S BRIEF APPENDIX
Volume II

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 T W O
(Includes Appendix Pages Pa162 through Pa318)

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 TWO 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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kennyirek@gmail.com

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ATTACHMENT "14"

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

DONINI AND DONINI
ATTORNEYS AT LAW
1512 HIGHWAY 138
WALL TOWNSHIP, NEW JERSEY 07719

(201) 681-9500

EDWARD S. DONINI
MICHAEL L. DONINI
DENNIS D. POANE

November 14, 1990

Ronald Troppoli, Director-Special Pros. Unit
Monmouth County Prosecutors' Office
Monmouth County Court House
3rd Floor, East Wing
Freehold, N.J. 07728-1261

Re: Szatmary vs. Kirex Development Co.

Dear Mr. Troppoli,

As you may remember, we have converse several times with regard to the above-entitled matter, wherein I represented prospective purchasers of property, being Zontan and Cathleen Szatmary. They were going to purchase from Kirex Development Company a certain property listed on the contract for sale dated May 23, 1990. Please note the check dated May 29, 1990, from the Szatmary's to Kirex Development Company in the amount of \$5,000.00 which was endorsed and signed by Kirex Development Company.

As I had previously explained to you, the principal of Kirex Development Company, Kenneth Irek, Esq., can no longer be found. You will see many letters addressed to him, including certified mailings, at his Colts Neck address. Also included is a list of the leads which my office tracked down in order to try to locate Mr. Irek.

Please note that Fast Frame Building Systems was still accepting calls from Mr. Irek within the last month.

Please find herein copies of the following:

1. Copy of letter from Fran Donahue, a realtor who was not a real estate agent involved in the matter but who helped get the parties together, along with a copy of Contract for Sale of real estate dated May 23, 1990. Ms. Donahue can now be reached, as of October 1990, at her work at 775-7671.

(2)

To: Ronald Troppoli, Director-Special Pros. Unit
Re: Szatmary vs. Kirex Development Co.
November 14, 1990

2. My office notes dated June 1, 1990, which shows at the bottom that Mr. Irek would personally guarantee the \$5,000.00 involved.
3. A list of the addresses and telephone numbers used to try to contact Mr. Irek.
4. A copy of Szatmary's check number 1301 dated May 29, 1990, for \$5,000.00 to Kirex Development Company which has been negotiated.
5. Letter dated June 26, 1990, to Ken Irek, regarding pay-off of mortgage.
6. Letter dated July 10, 1990 to Ken Irek regarding tax lien.
7. Letter dated July 19, 1990 to Ken Irek regarding title work.
8. Letter dated July 31, 1990 to Ken Irek noting requirements for closing and the fact the Mr. Irek was not in contact with us for the last two (2) weeks prior to the letter.
9. Letter dated August 6, 1990 to Ken Irek setting time of the essence of the closing, sent certified mail, return receipt requested.
10. Letter dated August 13, 1990 using new address to send time of the essence letter, sent certified mail, return receipt requested.
11. Letter dated August 29, 1990 showing requirements for closing. This letter was sent in response to a call from Fran Donahue, previously mentioned, on August 28, 1990 wherein she had talked to Mr. Irek and conveyed to us that he was still willing to sell at that time. She at that time gave us a new address being P.O. Box 161, Colts Neck, New Jersey, 07722. That was the address to which the letter of August 29, 1990 was sent. The final item in the packet is the return envelope showing that Mr. Irek did not pick up the mail at the P.O. Box 161, Colts Neck, New Jersey.

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

I would appreciate your reviewing this matter with regard to the criminal aspects of the case. Upon your review of it, I would ask you to talk directly to my clients, Cathleen and Zontan Szatmary, 318 C Texas

7. TRANSFER OF OWNERSHIP: At the closing the Seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed Deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the same.
8. TYPE OF DEED: A Deed is a written document used to transfer ownership of property. In this sale the Seller agrees to provide and the Buyer agrees to accept a Deed known as a Bargain & Sale with Covenants vs. Grantor's Act.
9. THE PREMISES: The premises consists of vacant land containing 95.02 feet of frontage on 1.13 Acres by a depth of 400.11/406.4 feet.
10. FLOOD AREA: The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area" the Buyer may cancel this contract within 30 days of the signing of this contract by all parties.
11. BUILDING AND ZONING LAWS: The Buyer intends to use the property for construction of a single family home. The Seller states that this use does not violate any applicable zoning ordinances, building code or other law.
12. PROPERTY LINE: The Seller states that all buildings, driveways and other improvements on adjoining properties do not extend across the boundary lines of the property.
13. CANCELLATION OF CONTRACT: If this contract is cancelled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the contract is cancelled in accordance with paragraph 11 or 12 of this contract, the Seller will pay the Buyer for all title and survey and engineering costs.
14. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS: Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvements. All unpaid charges (assessments) against the property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low) or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).
15. ADJUSTMENTS AT CLOSING: The Buyer and Seller agree to adjust the following expenses as of the closing date: sewer charges, taxes, and other like charges.
16. POSSESSION: At the closing the Buyer will be given possession of the property. No tenant will have any right to the property unless otherwise agreed in this contract.
17. MARKETABLE TITLE: Title to be conveyed shall be marketable of record and insurable at regular rates by any reputable title insurance company chosen by Buyer and authorized to do business in the State of New Jersey. *All liens will be paid off on or with closing funds*
18. RIGHT OF ENTRY: From and after the date of this agreement Buyer shall have the right to enter upon the premises for the purpose of preparing a survey and completing all tests and inspections permitted by this Contract. *Buyer's agents shall also have the right to enter the premises*

(3)

To: Ronald Troppoli, Director-Special Pros. Unit
Re: Szatmary vs. Kirex Development Co.
November 14, 1990

Road, Morganville, New Jersey, 07751, telephone number 706-1124. I strongly believe that this is an 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.

DDP/jkt

cc: Mr. and Mrs. Zontan Szatmary

5-23-90

Dear Mr. Poane,

Enclosed please find a copy of
Contract for the sale of land to
Mr. & Mrs. Szatmari of Morganville.

I did not know the correct
spelling of Cathy's name (Please fill
in.)

Any questions, please call
Ken Dreke, #31-2624, owner of Kirex Devel.

At Cathy's request, I also
enclosed copy of perc done on property
on left of this property in contract.

Sincerely,

Juan Donahue

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT for Sale is made on May 23, 1990

BETWEEN Kirex Development Co.
whose address is 41 Highway 34, Colts Neck, N.J. 07722
referred to as Seller; P.O. Box 161

AND ^{ZONTAN} George and ^{K&} CATHLEEN Szatmari (H&W) of Morganville, N.J.
referred to as Buyer. ^{K&}

The words "Buyer" and "Seller" include all Buyers and Sellers listed above.

1. PURCHASE AGREEMENT: The Seller agrees to sell and the Buyer agrees to buy the property described in this contract.
2. PURCHASE PRICE: The purchase price is \$35,000.00
3. PROPERTY: The property to be sold consists of: (a) land and all the buildings, other improvements and fixtures on the land; (b) all the Seller's rights relating to the land; and (c) all personal property specifically included in this contract.

The real property to be sold is a building lot in the Township of Jackson County of Ocean and State of New Jersey. It is shown on the municipal map as Lot (s) 22.21 in Block 85

4. PAYMENT OF PURCHASE PRICE: the Buyer will pay the purchase price as follows:

To be paid by Buyer (initial deposit) at signing of contract by or before June 1, 1990	\$ 5,000.00
Additional deposit within NA days of the execution of this Contract by all parties.	\$ -0-
Balance to be paid at closing of title, in cash or by certified or bank cashier's check.	\$ 30,000.00

By the Seller taking back a note and mortgage for years at % interest with monthly payments based on a year payment schedule. The Buyer will prepare the necessary documents at his own cost and expense. The Buyer will also pay all recording costs and provide the Seller with an adequate affidavit of title.

\$ 35,000.00

5. DEPOSIT MONIES: All deposit monies will be held in trust by Kirex Development Co. located at Colts Neck, N.J. until Closing

6. TIME AND PLACE OF CLOSING. The closing date cannot be made final at this time. The Buyer and Seller agree to make June 15, 1990, the estimated date for closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at the offices of STEINBERG, STEELE & POANE @ 1121 MADISON AVE, LAKEWOOD, NJ

19. COMPLETE AGREEMENT: This contract is the entire and only agreement between the Buyer and Seller. This Contract replaces and cancels any previous agreements between the Buyer and Seller. This contract can only be changed by an agreement in writing signed by both the Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else. The Seller's agreement to pay the Broker (if any) is contained below.

20. PARTIES LIABLE: This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

21. NOTICES: All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to the party's attorney.

22. Seller represents the premises are free from and never has been used for the deposit of hazardous waste. *Seller will sign an affidavit that the property, to his knowledge, has only been undeveloped woods.*

23. ADDITIONAL CONTRACTUAL AGREEMENTS:

This contract is subject to Clear Perc & Bore Tests

Seller agrees to clear property of all debris before closing.

WITNESS:

WITNESS:

SIGNED AND AGREED TO BY:

[Signature] (Buyer) 5/29/90 Date:

Catherine D. [Signature] (Buyer) 5/29/90 Date:

Lisa Development Co, Inc (Seller) 6-6-90 Date:

Kenneth Dohy President (Seller) Date:

Attest: Kenneth Dohy
Secretary

1/80

ps. Dewey Spatmary

Perce & Rose must be witnessed
by State official (Ocean County?),
& cannot be set for at least
2 weeks.

15 days for application before
they move on this.

to June 15, 1990 doubtful anyway.

discussed ECRB situation -
Dewey will talk w/ Barb low officer
on ECRB +

also w/ Kirep -
to let [unclear] know

6/5/90 Mrs. Spatmary
Called. Barb will
not need ECRB letter.

Tell Jim - go w/ company who
has insured Kirep before this.

Stewart tells

Wait til Monday to order till
search

cc. Ken [unclear]

11/8/90

p.c. Ben Long

1. He will guarantee personally \$500.

2. He'll get ECHA approval of bank demands; if the
the only give off.

3. Looking for closing before July.

Fast Frame Building Systems
P.O. Box 725
Greensboro, NC 27428

owner of box per Post office
Ken Grek

87 Carriage Hill dr.
Colts Neck, NC 27022 (Montrose Point Estate)

owner of 87 Carriage Hill dr.
Kenneth Frank + Brenda Grek

Ken Grek
41 Highway 34
P.O. Box 161
Colts Neck, NC 27022

} Contract address
for Kinet
Development Co.

As of 8/17/90 letters to P.O. Box 161 +
P.O. Box 225 unclaimed at Post Office

Letter to Carriage Hill dr.
Returned "forwarding expired"

Telephone numbers for Grek
409-0227 answering service

Telephone numbers for Sub

409-0227 Answering Service

431-2002 (Candlewick Realty) discon

431-2624 (# from Stewart Title) discon

928-5540 (# on development sign) no ans

8/9/90

Kathy Syatmary Called.

Telephone numbers for Fran

(H.) 264-6545

(JACKSON) 928-5540

(OFFICE) 431-5565

(FRAN WORK #) 775-7671

Telephone number on sign in

development

928-5540

Candlewick Realty

431-2002

(disconnected)

409-0227 # for Ken Irel given
to Mia Syatmary by Fran

- FAST FRAME BUILDING SYSTEMS -

FAST FRAME BUILDING SYSTEMS

P.O. Box 725

Freehold, N.J. 07728

FAST FRAME BUILDING SYSTEMS

P.O. Box 725

Freehold, N.J. 07728

87 CARRAGE HILL DR.

CORTS NECK, N.J. 07722

Stewart Pette gave us this number. We called

431-2624 (disconnected)

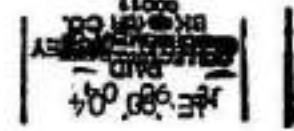
ENDORSE BY RE
x *Kirex Development Co*
1031969

ON THE FRONT SIDE OF THE CHECK, THE ENDORSEMENT MUST BE WRITTEN IN INK AND MUST BE LEGIBLE.

0412 28012

▲031 200730▲
NEW JERSEY NATL BK
PHILA, PA.
▲031 200730▲

STANDARD
CHECK
ASSOCIATION



1301

5/9 90

5,000.00

Five thousand

Kirex Dev. Co.

3100 TEXAS ROAD
MORGANVILLE, NJ 07751

ZONTAN SZATMARY
CATHLEEN SZATMARY

591-1416

Central Jersey Bank

1031969

0000500000

0212045521 045 531 4359 1301 0000500000

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

121 MADISON AVENUE

P. O. BOX 638

LAKELWOOD, NEW JERSEY 08701

(201) 383-5800

TELEFAX
(201) 607-3317

MORTON C. STEINBERG 1927-1970
SIEGFRIED W. STEELE
DENNIS D. POANE

June 26, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find title search. Please note tax lien and mortgage. In accordance with your instructions, the tax lien will be paid from the proceeds at closing.

The closing will be contingent upon notification from Midlantic National Bank/Mercnants or current mortgage holder of the availability and conditions of partial release, and receipt of completed ECRA form for Applicability Determination, fully completed and executed.

If you have any questions, please do not hesitate to call.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANE

DDP:cb
Enc.

*P.S. Please also advise if the judgment listed in the judgment search is against your company. If so, we will have to write for a payoff.

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1221 MADISON AVENUE

P. O. BOX 838

LAKEWOOD, NEW JERSEY 08701

(201) 363-5800

TELEFAX
(201) 605-3317MORTON C. STEINBERG
SIEGFRIED W. STEELE
DENNIS D. POANE

July 10, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find copy of notice from the Jackson Township Tax Collector, advising the amount necessary to pay off the tax lien.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANEDDP:cb
Enc.

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1251 MADISON AVENUE

P.O. BOX 1000

LAKEWOOD, NEW JERSEY 08701

(908) 261-2500

MORTON C. STEINBERG
SIEGFRIED W. STEELE
DENNIS D. POANETELEFAX
(908) 905-3317

July 19, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find copy of endorsement from Stewart
Title, together with copy of Amended Schedule A description.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANEDDP:cb
Enc.

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P.O. BOX 838

LAKEWOOD, NEW JERSEY 08701

(201) 363-5800

TELEFAX
(201) 905-3317MORTON C. STEINBERG (901-478)
SIEGFRIED W. STEELE
DENNIS D. POANE

July 31, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

As you remember from my letter of June 26, 1990, we need certain items prior to closing in order to convey title in accordance with the contract entered into between you and my clients, Mr. & Mrs. Szatmary. As yet we have not received confirmation of the availability to obtain partial release from Mid-Atlantic National Bank/Merchants or current mortgage holder, or the affidavit regarding ECRA, or evidence, by filed documents, of the lifting or satisfaction of the judgment by Sherwin Williams Co.. These matters are in addition to the payment of the tax lien from the sale proceeds. Until these matters are taken care of, title will not be sufficient to satisfy the contract requirements or our title company.

As you know, both sides have been cooperative in moving toward closing, and we want to continue to do so. However, we would appreciate hearing from you at your earliest convenience, but no later than August 6, 1990, with regard to the above, and a proposal for a closing date. My clients are anxious to close. I have not been able to give them any update since I have not heard from you for the last two weeks. Again, I ask you to give this matter your most immediate attention.

Awaiting to hear from you, I remain,

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANEDDP:cb
CERTIFIED MAIL - R.R.R.
cc: Mr. & Mrs. Zontan Szatmary

P.S. We note that your telephone number is changing, and we would appreciate your new number so that we may contact you.

P 244 516 144

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

U.S.G.P.O. 1989-251-755

PS Form 3870, June 1985

Sent to Ken Irek, Esq.	
41 Highway 34	
P. O. Box 161	
P.O. State and ZIP Code Colts Neck, N.J. 07722	
Postage	5
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	5
Postmark or Date 7/31/90	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Ken Irek, Esq. 41 Highway 34 P. O. Box 161 Colts Neck, N.J. 07722	4. Article Number P 244 516 144
5. Signature - Addressee X	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent X <i>[Signature]</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery 8/3/90	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989

U.S.G.P.O. 1989-258-815

DOMESTIC RETURN RECEIPT

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P. O. BOX 638

LAKEWOOD, NEW JERSEY 08701

(201) 383-5800

TELEFAX
(201) 905-3317MORISON C. STEINBERG
1121 MADISON AVENUE
LAKEWOOD, N.J. 08701
DENNIS D. POANE

August 6, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

PLEASE TAKE NOTICE that my clients hereby deem TIME TO BE OF THE ESSENCE for the closing of title with respect to a certain Contract for Sale dated May 23, 1990. By virtue of this notice, closing of title shall be held at the offices of Steinberg, Steele & Poane, Esqs., 1121 Madison Avenue, Lakewood, New Jersey on August 20, 1990 at 1:30 p.m.. No further extension will be granted.

In the event that you fail to appear at said time and place and thereby convey title in accordance with the aforesaid Contract for Sale and give possession of the premises you shall be deemed to be in breach of said contract and shall be liable to the buyers for damages and for such other relief as a Court of Law or of equity shall deem appropriate.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANE

DDP:cb
CERTIFIED MAIL - R.R.R.
cc: Mr. & Mrs. Zontan Szatmary

RECEIPT FOR CERTIFIED MAIL

P-630 896 560

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, N.J.
07722

Postage

Delivery Fee

Special Delivery Fee

Registered Delivery Fee

Return Receipt Mailing

Return Receipt Mailing to whom and Date Delivered

Return Receipt Mailing to whom and Date Delivered

Total Postage and Fees

Postmark or Date

8/6/90

PS Form 3800, June 1985

U.S. G.P.O. 153566

STEINBERG, STEELE & POANE

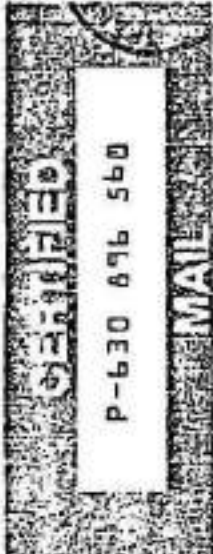
A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

121 MADISON AVENUE

P. O. BOX 636

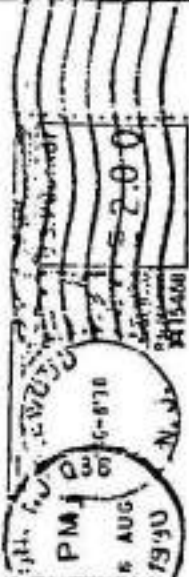
LAKEWOOD, N. J. 08701



RETURN RECEIPT REQUESTED

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

8/13/90
Ken Irek
1ST NOTICE
2ND NOTICE
RETURN



Do not detach this envelope
No postage necessary if mailed in the U.S.
No postage necessary if mailed in the U.S.
No postage necessary if mailed in the U.S.
No postage necessary if mailed in the U.S.

Woodford & Woodford

STEINBERG & STEELE, P.A.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1221 MADISON AVENUE

P.O. BOX 838

LAKewood, NEW JERSEY 08701

(201) 965-2800

NORTON C. STEINBERG #923-8778
SIEGFRIED W. STEELETELEFAX
(201) 965-3317

August 13, 1990

Mr. Ken Irek
Fast Frame Building Systems
P. O. Box 725
Freehold, New Jersey 07728

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find copy of letter which was previously sent to you at P. O. Box 161, Colts Neck, New Jersey, on August 6, 1990.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____

DENNIS D. POANE

DDP:cb

Enc.

CERTIFIED MAIL - R.R.R.

244 516 146

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

U.S.G.P.O. 1989-214-983

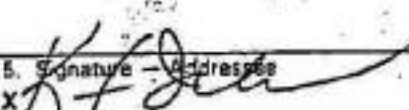
PS Form 3800, June 1985.

Sent to Mr. Ken Irek	
Fast Frame Building Systems	
P. O. Box Code 725	
Freehold, N.J. 07728	
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	5
Postmark or Date 8/13/90	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Mr. Ken Irek Fast Frame Building Systems P. O. Box 725 Freehold, N.J. 07728	4. Article Number P 244 516 146 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X 	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X	
7. Date of Delivery 8-24-90	

PS Form 3811, Apr. 1989

U.S.G.P.O. 1989-239-815

DOMESTIC RETURN RECEIPT

101
8/16/90

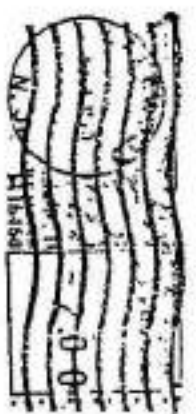
STEINBERG, STEELE & POANNE
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
101 MADISON AVENUE
P. O. BOX 936
LAKewood, N. J. 08701

~~Mr. Ken Irek
87 Carraige Hill Drive
Colts Neck, N.J. 07722~~

RETURN RECEIPT REQUESTED



MOVED LEFT NO FURTHER FORWARDING ORDER EXPRESSES BOX CLOSED NO ORDER



|||||

P 244 516 147
RECEIPT FOR CERTIFIED MAIL
NO INS. COVERAGE PROVIDED
NO INT'L INTERNATIONAL MAIL
(See Reverse)

Sent to Mr. Ken Irek	
Street and No. 87 Carraige Hill Drive	
P.O. State and ZIP Code Colts Neck, N.J. 07722	
Postage	5
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom Date and Address of Delivery	
TOTAL Postage and Fees	5
Postmark or Date 8/13/90 Return	

U.S.G.P.O. 1984-234-635

PS Form 3800, June 1985

STEINBERG & STEELE, P.A.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1221 MADISON AVENUE

P.O. BOX 608

LAKEWOOD, NEW JERSEY 08701

(201) 583-5800

TELEFAX
(201) 903-3317MORTON C. STEINBERG (201) 583-5781
SIEGFRIED W. STEELE

August 29, 1990

Ken Irek, Esq.
P. O. Box 161
Colts Neck, NJ 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

This office has received a call from Fran Donahue advising that you are still interested in selling your property to Mr. & Mrs. Szatmary. The items you must provide for the closing are as follows:

- 1) Deed;
- 2) Affidavit of Title;
- 3) Completed ECRA Application;
- 4) Certified funds in the approximate amount of \$2,500.00, in order to satisfy the tax lien, mortgage payoff and other standard closing costs.

Kindly call this office upon your receipt of this correspondence to schedule a closing date and advise how we may contact you with final closing figures.

Yours truly,

STEINBERG, STEELE & POANE

BY: _____
DENNIS D. POANEDDP:ne
Regular and Certified Mail, R.R.R.

P 676 891 192

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

* U.S.G.P.O. 1983-403-517

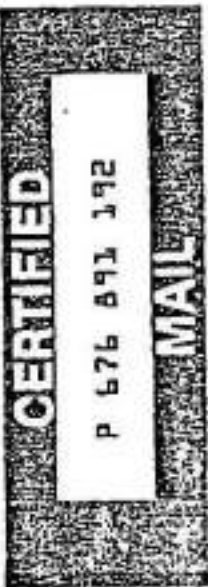
PS Form 3800, Feb. 1982

Sent to Ken Irek, Esq.	
Street and No. P. O. Box 161	
P.O. State and ZIP Code Colts Neck, NJ 07722	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date 8/29/90	

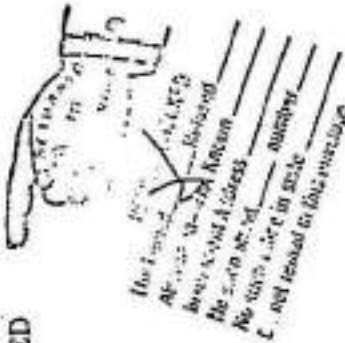
STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1121 MADISON AVENUE

P. O. BOX 636
LAKEWOOD, N. J. 08703



RETURN RECEIPT REQUESTED



Use postage meter stamps
All postage meter stamps
must be cancelled
No return receipt
No return receipt in state
C. not needed for this postage

~~Ken Irak, Esq.
P. O. Box 161
Colts Neck, NJ 07722~~

0122/30/20
11/13/20
1ST NOTICE
2ND NOTICE
RETURN

not for 11/13/20

Handwritten signature

OFFICE OF THE COUNTY PROSECUTOR



JOHN KAYE
MONMOUTH COUNTY PROSECUTOR

COUNTY OF MONMOUTH

FREEHOLD, NEW JERSEY 07728-1261

(201) 431-7160
FAX (201) 409-3673
FAX (201) 409-4830

ALTON D. KENNEY
FIRST ASSISTANT PROSECUTOR
ROBERT A. HONECKER, JR.
SECOND ASSISTANT PROSECUTOR
WILLIAM D. GUIDRY
DIRECTOR OF TRIAL DIVISION
FRANK R. LICITRA
CHIEF OF INVESTIGATIONS

December 11, 1990

Mr. Dennis D. Poane, Esq.
Donini and Donini
Attorneys At Law
1512 Highway #138
Wall Township, New Jersey 07719

Dear Mr. Poane:

Re Kenneth Irek, Esq., T/A Kirex Development
Company
File No. W180-12-90

This letter will serve to confirm our conversation of December 7, 1990, wherein I acknowledged the receipt of documentation supplied by you in the above captioned matter. 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. However, my review of the documentation supplied to this office leads me to conclude 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. Should your client desire to file with the District Ethics Committee, it is suggested that they write to the following address:

District IX Ethics Committee
ATTN: Mr. Walter W. Kingsbery, III, Secretary
34 Broad Street
Red Bank, New Jersey 07701
(201) 741-1800

Upon request, an application will be sent to your client for the District IX Committee's review. The address for the Client's Security Fund of the Bar of New Jersey is as follows:

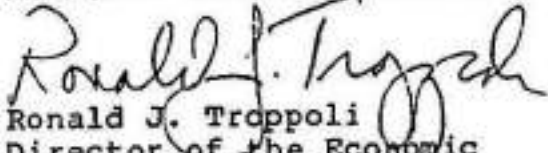
Mr. Dennis D. Poane, Esq.
December 11, 1990
Page-2-

Client's Security Fund
Richard J. Hughes Justice Complex
25 West Market Street
CN-961
Trenton, New Jersey 08625-0961

Upon request, an application will be sent to your clients for their completion and returned to the Client's Security Fund for their consideration of the claim.

Very truly yours,

JOHN KAYE
MONMOUTH COUNTY PROSECUTOR


By: Ronald J. Troppoli
Director of the Economic
Crime and Special
Prosecutions Unit

RJT:wjc

ATTACHMENT "15"

Zontan and Cathleen Szatmary Attorney
Grievance Form (unsigned)

ATTORNEY GRIEVANCE FORM

PLEASE TYPE OR PRINT LEGIBLY ALL INFORMATION

A. GRIEVANT: MR./MRS./MISS/MS. (CIRCLE ONE)

Szatmary, Zontan & Cathleen
 LAST NAME FIRST HI
3 Ware Place
 ADDRESS STREET/P.O. BOX
Middletown, New Jersey, 07748 Monmouth
 CITY STATE ZIP COUNTY
 TELEPHONE: HOME (908) 706-1124 OFFICE ()

B. THE SPECIFIC LAWYER YOU ARE COMPLAINING ABOUT IS:

Irek, Esq. Kenneth P.
 LAST NAME (INCLUDE SR., JR., III, ETC.) FIRST HI
Only known as sole practitioner
 NAME OF LAW FIRM, IF ANY, WITH WHICH LAWYER IS ASSOCIATED

(Last known Office address) 41 Highway 34, P.O. Box 161
 OFFICE ADDRESS STREET/P.O. BOX
Colts Neck, New Jersey, 07722 Monmouth
 CITY STATE ZIP COUNTY

- (1) WAS THE SPECIFIC LAWYER COMPLAINED OF YOUR LAWYER? YES NO
 (2) IF SO, DOES THIS STILL LAWYER STILL REPRESENT YOU? YES NO
 (3) IF NOT, DO YOU HAVE A NEW LAWYER? YES NO
 (4) IF SO, WHO IS YOUR NEW LAWYER? N/A

C. THE TYPE OF CASE HANDLED BY THE LAWYER WAS: (CHECK ONE)

- | | |
|--|--|
| <input type="checkbox"/> Admiralty/Maritime (V) | <input type="checkbox"/> International Law (I) |
| <input type="checkbox"/> Adoption/Name Change (A) | <input type="checkbox"/> Juvenile Delinquency (J) |
| <input type="checkbox"/> Bankruptcy/Insolvency/Foreclosure (B) | <input type="checkbox"/> Labor (L) |
| <input type="checkbox"/> Collection (H) | <input type="checkbox"/> Landlord/Tenant (Q) |
| <input type="checkbox"/> Contract (K) | <input type="checkbox"/> Negligence (Personal Injury (N) |
| <input type="checkbox"/> Corporation/Partnership Law (X) | <input type="checkbox"/> Property Damage (P) |
| <input type="checkbox"/> Criminal, Quasi-criminal and Municipal Court (C) | <input checked="" type="checkbox"/> Patent/Trademark/Copyright (R) |
| <input type="checkbox"/> Domestic Relations (Divorce, Support, Custody) (D) | <input type="checkbox"/> Real Estate (S) |
| <input type="checkbox"/> Estate/Probate (E) | <input type="checkbox"/> Small Claims Court (T) |
| <input type="checkbox"/> Federal Remedies/Civil Rights (F) | <input type="checkbox"/> Tax (W) |
| <input type="checkbox"/> Government Agency Problems (Local Thru Federal) (G) | <input type="checkbox"/> Workers Compensation (Y) |
| <input type="checkbox"/> Immigration/Naturalization (M) | <input type="checkbox"/> Other Litigation (specify) (Z) |
| | <input type="checkbox"/> Other Non-Litigation (specify) (2) |

IS THE CASE HANDLED BY YOUR LAWYER STILL PENDING? Yes No

(This Section for Secretary's Use Only)

DOCKET NUMBER _____ DATE DOCKETED _____

SOURCE OF GRIEVANCE _____

COMPLETE BOTH SIDES

D. OTHER RELATED COMPLAINTS OR LITIGATION

- (1) HAVE YOU FILED A COMPLAINT REGARDING THIS MATTER WITH LAW ENFORCEMENT AUTHORITIES OR ANY OTHER STATE OR FEDERAL AGENCY? YES NO IF YES, PLEASE STATE:

NAME OF AGENCY: Monmouth County Prosecutor's Office

CONTACT PERSON: Ronald J. Troppoli DATE FILED: Letter sent November 14, 1990

RESULT: Please find attached, letter from Ronald J. Troppoli, dated December 11, 1990, stating that there was no determination of whether to prosecute.

- (2) IS THE MATTER YOU ARE COMPLAINTING ABOUT THE SUBJECT OF A PENDING CIVIL LAWSUIT? YES NO

IF YES, NAME OF COURT: _____

DOCKET NUMBER: _____ COUNTY _____

E. NATURE OF GRIEVANCE: State what the lawyer did or failed to do which may be unethical. State all relevant FACTS including dates, times, places and names and addresses of important witnesses. Attach copies of important letters and documents.

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 \$5,000.00 has also disappeared. I

would also like you to know that we spent approximately another \$4,000.00 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 disap-

peared. We believe Mr. Irek acted as an Attorney for Kirex Development Co., as well as

an Official of that Company.

(Use Additional Sheets if Necessary)

F. CONFIDENTIALITY AND IMMUNITY:

Under Supreme Court Rule 1:20-10, once you file this Attorney Grievance Form you are REQUIRED thereafter to keep all communications about this ethics matter CONFIDENTIAL. Ethics confidentiality does not prevent you from discussing the facts underlying your grievance with, or reporting them to, any other person or agency. However, you may not disclose the fact that you have filed an ethics grievance to persons other than members of the attorney disciplinary system, except to discuss the case with other witnesses or to consult an attorney. So long as you maintain the confidentiality of these ethics proceedings, Supreme Court Rule 1:20-11(b) grants you immunity from law suits within this state as a result of filing your grievance. If you breach this rule of confidentiality YOU WILL LOSE THIS IMMUNITY.

Date: _____

Signature _____

OAE-G3 8/1/84; 10/13/87; 10/15/89

PLEASE REVIEW THE PAMPHLET "INFORMATION ABOUT GRIEVANCE PROCEDURES AND DISCIPLINE OF LAWYERS" PROVIDED BY THE ETHICS SECRETARY.

ATTACHMENT "16"

Zontan and Cathleen Szatmary
NJLFCP Statement of Claim

Respond to:
NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION
Richard J. Hughes Justice Complex
CN-961
Trenton, New Jersey 08625

RECEIVED
APR 16 1991
NJ LAWYERS' FUND FOR
CLIENT PROTECTION

STATEMENT OF CLAIM
(Please Use Black Ink)

1. Name: Zontav Szatmary (Cathleen D. Szatmary-Spouse)
Address: 3 Ware Place
Middletown N.J. zip code 07748
Area Code (908) Area Code (-)
Home Tel. # 706-1124 Business Tel. # _____
Age 33 Marital Status Married Sex male

2. Occupation Self-Employed, Construction

3. Attorney Against Whom Claim is Made:

*Home Address
17 Carriage Hill Dr.
Colts Neck, NJ
07722*

Name: Kenneth Irex (also see attached
Address: 41 Highway 34 P.O. Box 161 Paper)
Colts Neck, New Jersey zip code 07722

4. How Long Have You Known Him/Her Never met him, Dealings only
through real estate deal. (escrow agent)
5. How Long Did He/She Represent You NA

6. (Dollar Amount of Loss \$ 5,000.00 (Five thousand)
+ 4,000.00 in other expenses)

7. Is Claim Based On Attorney-Client Relationship
Or Fiduciary (guardian, executor, trustee)
Relationship (escrow agent)

8. In Chronological Order, List Events Leading Up to the
Misappropriation of Your Money, AND ATTACH ALL PROOFS TO THIS
STATEMENT OF CLAIM (Use a separate sheet if more space is
needed):

- A A contract was prepared by Kirex Development Co. dated May 23, 1990, and signed by Kenneth Irex as president and secretary. The contract was signed 5/29/90 by us and 6/6/90 by Mr. Irex.
- B Check #1301 dated 5/29/90 from us (Zontav + Cathleen Szatmary) in the amount of \$5,000.00 to Kirex Development Co. sent to Kirex negotiated 6/1/90.
- C Please see letter of Dennis Poane Esq. dated Nov. 14, 1990 on page 2 listing his letters to Mr. Irex in chronological order.
- D Time of the Essence letter mailed Aug. 6, 1990, and another letter sent using a new address on Aug. 13, 1990, as shown on Mr. Poane's letter.

Question # 304

Name: Kenneth Irex

Address: 87 Carraige Hill Dr.

Colts Neck, NJ. 07722

Phone #

Kenneth + Brenda Irex
(Home Address)Also Company called Fast Frame Building
Systems

Address: P.O. Box 725

Freehold, NJ. 07728

Answering service # 409-0227

Question #8 Cont.

E. cont. Somewhere around Aug. 20, 1990 to Aug 29, 1990, Fran Donahue, a reactor, said that Mr. Irek was in North Carolina for a while and didn't receive his mail in time but she advised Mr. Poane that Mr. Irek would complete the sale. Mr. Poane then wrote the letter of Aug. 29, 1990. Apparently this was to stall any intentions to close.

F. There have been no more contact with Mr. Irek or anyone on his behalf since the call from Fran Donahue after she talked with him. On the day of the closing date we were present at Denise Poane's office. We attempted to make calls to contact Mr. Irek in which we left messages with the number Fran Donahue gave us of Fast Framing Building Systems which accepted calls for Ken Irek.

G. Mr. Poane wrote to the Monmouth County Prosecutor's office on Nov. 14, 1990, detailing the events.

H. The Prosecutor's office responded Dec. 11, 1990, saying they were not sure whether the matter would be presented to a Monmouth County Grand Jury. The letter advised us to go to the District IX Ethics Committee and Client's Security Fund, which we have.

9. If Claim Is Based On Investment, List Chronologically All Monies Invested And The Amounts Paid To You By Your Attorney On Account Of Principal Or Interest. ATTACH PROOF OF ATTORNEY-CLIENT RELATIONSHIP PREDATING THE TRANSACTION THAT IS THE BASIS OF YOUR CLAIM.

N/A

10. Date And Circumstances Under Which Loss Was Discovered:

Date: See events under #8. Mr. Irek has not been heard from since Aug. 1990 thru Fran Donahue. Many attempts have been made to contact him. His whereabouts are unknown to me.

11. Can Your Loss Be Reimbursed From Any Other Source?

Yes No If Yes, Indicate Source Below

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 there were several properties owned by Kirex and/or Mr. Irek there. Further my attorney tells us that Stewart Title Company, 30 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. For a while Mr. Irek was accepting calls through messages left for him at Fast Frame Building Systems P.O. Box 725, Freehold, N.J. 07728 (201) 409-0227

13. Are You Suffering Any Financial Hardship? Yes X No
If Yes, Describe Below:

See attached paper

14. The Name, Address And Telephone Number Of Any Attorney Or Other Person Who Assisted You In The Preparation And Presentation Of This Statement:

Name: Mr. Dennis Poane c/o Donini and Donini Attorneys At Law

Address: 1512 Highway 138

Wall Township, N.J. Zip Code 07719

Tel. # 908-681-9500

15. How Did You Learn About The Fund?

Through Dennis Poane (our Attorney)

STATE OF New Jersey :
COUNTY OF Monmouth : ss.

I, Zoltan J. Szatmary, the Claimant in this Statement of Claim, being of full age and duly sworn according to law upon my oath, depose and say that the information set forth in this Statement of Claim is true and that I have fully disclosed this information, in writing, to the appropriate County Prosecutor's Office and District Ethics Committee.

Zoltan Szatmary
(Signature of Claimant)

Cathleen Szatmary
(Signature of Co-Claimant)
(Spouse)

Sworn and subscribed to before me this 12 day of April, 1991

Margaret R. Clark

Margaret R. Clark
Notary Public of New Jersey
My Commission Expires March 12, 1993

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 capital gain tax. The real problem is, we don't have enough down payment now to qualify for the amount we are supposed to purchase in order not to pay any tax, this is due to the \$5,000.00 loss + other expenses amounting to \$4,000.00 for a total of approximately \$9,000.00. So either way we are still going to have to pay some tax.

We had to pay for a perc + Boaring, survey + septic Desiqus and architect plans also other little expenses. The money we lost has put a great stress on our family life and individual dealings.

To top this all off I was pregnant when all of this happened adding more stress and financial Burden because we had no maternity coverage on our insurance policy. My husband is in the construction business and hasn't worked steady in about 1 1/2 yrs. So not having much

Answer to Question # 13 cont.

income, paying out large major expenses on Hospital and doctor Bills has left us no choice but to dip into our house money, which wouldn't be there if we had built or close to another home. That is another reason for our down payment being lower than it should be. In all we have truly lost over \$30,000.00.

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

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

Answer to Question # 13 cont.

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

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

Sincerely yours,
Cathleen D. Syetmay

Enc. Documents
and copy of checks

ATTACHMENT "17"

Testimony of Cathleen D. Szatmary Before
District IX Ethics Committee

SUPREME COURT OF NEW JERSEY
DISTRICT IX ETHICS COMMITTEE
DOCKET NO. IX-91-4E

X-----X
DISTRICT IX ETHICS,
Complainant, TESTIMONY
-vs- OF
KENNETH F. IREK, ESQ.,
Respondent. CATHLEEN D. SEATMARY
X-----X

C O M P U T E R I Z E D T R A N S C R I P T
of the stenographic notes of the proceedings
in the above-entitled matter as 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.

A P P E A R A N C E S

Chairman:
RICHARD M. KEIL, ESQ.

The Presenter:
ROBERT J. GAUGHRAN, ESQ.

Panel Member:
JAMES H. MOODY, ESQ.

Public Member:
ROBERT M. FLANAGAN

STATE SHORTHAND REPORTING SERVICE

I N D E X

WITNESS DIRECT CROSS REDIRECT RECROSS

CATHLEEN D.

SZATMARY

By Mr. Gaughran 4

By Mr. Moody 18

EXHIBITS MARKED FOR IDENTIFICATION

Number	Description	Page
P-1	Contract for Sale dated 5/23/90 (copy)	5
P-2	Check, front and back (copy)	5
P-3	Original Check	16
P-4	Affidavit of Publication	17

STATE SHORTHAND REPORTING SERVICE

1 MR. GAUGHRAW: For the
2 record, if I may, Kenneth F. Irek, the
3 Respondent, is not present and was served by
4 Affidavit of Publication in this particular
5 matter. My role as the Presenter in this case
6 follows up my role as the initial investigator
7 in this matter and part of the role of the
8 investigator was attempting to contact Mr. Irek
9 and we were not able to locate him but spent
10 considerable time and effort doing so where we
11 tracked down leads that he may be living in North
12 Carolina, that we tracked down leads through the
13 post office where we were informed through the
14 Bar Association that he may be receiving some
15 sort of governmental pension and we tracked that
16 down through Social Security and the IRS, which
17 was to no avail.

18 We then were told that he may be
19 receiving some sort of military pension, so we
20 followed through with correspondence and
21 inquiries with the Navy, the Air Force, the
22 Marine Corps, the Coast Guard and even through
23 the Office of Personnel Management in Washington
24 D.C., all of that proved to be dead ends, as
25 well.

1 And, if the Chairman wishes, my
2 file will be available to you which shows the
3 litany of correspondence and attempts to locate
4 Mr. Irek before it was decided to serve him by
5 Publication.

6 MR. KEIL: I believe that
7 based upon what you've just presented to us --
8 told us which is what you did, you've done all
9 the usual matters one would do for an Affidavit
10 of diligent inquiry in a State matter or
11 matrimonial matter, that's all that's required.
12 Any comments?

13 MR. MOODY: No.

14 MR. GAUGHRAN: If I may,
15 I'd like to ask questions of Mrs. Szatmary,
16 whose already been sworn in.

17 MR. KEIL: Yes, please.

18
19 CATHLEEN D. SZATMARY, Previously
20 Sworn.

21
22 DIRECT EXAMINATION BY MR. GAUGHRAN:

23
24 Q. I show you a photocopy of a
25 Contract for Sale of real estate dated May 23,

1 1990, we might want to mark ---

2 MR. GAUGHRAN: Could we
3 mark this as an exhibit?

4 MR. KEIL: Yes.

5 MR. GAUGHRAN: We might as
6 well mark P-2, also, at the same time.

7 MR. WOODY: What's P-2?

8 MR. GAUGHRAN: P-2 is the
9 photocopy of a front and back of the May 29, 1990
10 \$5,000 dollar check.

11 (Whereupon a copy of the
12 Contract for Sale dated 5/23/90 was received and
13 marked P-1 for identification.)

14 (Whereupon a copy of a
15 check, front and back, was received and marked
16 P-2 for identification.)

17 BY MR. GAUGHRAN:

18 Q. I ask you to identify for this
19 Panel the Exhibit P-1.

20 A. Uh-huh.

21 Q. Would you please tell the Panel
22 what this is.

23 A. That's the contract that we signed.

24 Q. The contract you signed?

25 A. To buy a lot.

1 Q. To buy a lot. And P-2, would
2 you describe that for the Panel, also.

3 A. Right. That's a check that we had sent
4 him for the deposit of land.

5 Q. Okay. Could you please describe
6 the circumstances that led up to you signing the
7 contract for the sale of real estate.

8 A. Well, we were looking for a lot in
9 Jackson. We initially had another one and then
10 we seen this one in the paper, it was a lot
11 cheaper. So, we contacted the ad in the paper
12 and spoke to Ken Irek and -- well, I spoke to
13 Ken Irek and then he told me where it was, to
14 go look at it.

15 Then he had a woman that represented
16 him, Fran Donahue (phonetic), that showed us
17 the houses in there and then showed us the lots.

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

21 A. Right.

22 Q. And who represented you?

23 A. Dennis Poane, Esq.

24 Q. And his office is in?

25 A. Well, it was in Lakewood at the time.

1 He's moved to Wall.

2 Q. Okay.

3 MR. KEIL: For the record,
4 he used to be with Steinberg, Steele and Poane
5 and now he's with Ed Donini, Mike Donini.

6 THE WITNESS: Right.

7 BY MR. GAUGHRAN:

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

10 A. Uh-huh.

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

13 A. Right.

14 Q. What happened next in this
15 transaction?

16 A. Well, then he got in touch with, I guess,
17 Fran Donahue because then -- Dennis I believe
18 got in touch with Fran Donahue because then they
19 wrote up a contract and sent it to Dennis'
20 office, which we signed -- well, we didn't sign
21 it initially, there were some changes first.

22 Q. So, were any changes -- there
23 were changes to be negotiated on the real
24 estate contract.

25 A. Right.

1 Q. Okay. Who negotiated those
2 changes?

3 A. Well, Dennis felt on our behalf that
4 some of those changes should be made.

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

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

11 Q. Did he have any negotiation with
12 Kenneth Irek?

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

18 Q. Okay.

19 A. -- Donahue.

20 Q. Now, the contract on page one is
21 dated May 23 but I see the date of May 29, 1990
22 next to your signatures.

23 A. Right. Because we were waiting for it
24 to come back from Fran Donahue. That was the
25 initial contract, and then we didn't sign it

1 until he accepted the changes.

2 Q. Until the changes that your
3 attorney wanted?

4 A. Right.

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

9 A. 5/29.

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

12 A. Right.

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

15 A. Right.

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

18 A. Well, that was the development that we
19 were buying from. You know, that was his
20 development.

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

23 A. Right.

24 Q. Okay.

25 A. And I had questioned Dennis about that,

STATE SHORTHAND REPORTING SERVICE

1 I was like: How come we don't -- because we
2 bought houses before and because we've sold two
3 houses and knew we were buying this land to build
4 and I said: How come it's not made out to, you
5 know, a lawyer in trust, because that's usually
6 how we did it, and he informed me that Ken Irek
7 was a lawyer acting on his own behalf through
8 Kirex Development so that there would not be a
9 problem. He wouldn't see any reason why we
10 shouldn't fill it out that way.

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

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

18 Q. Now, Kirex Development signs the
19 contract on June 6th, 1990. What happens next?

20 A. Well, we were still waiting for some
21 papers. Even though we signed a contract,
22 Dennis wanted him to still get that Equa
23 (phonetic), or whatever, paper signed and he
24 wanted -- I'm trying to think of what else,
25 Equa --

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MR. KEIL: Oh, there's the

original check.

THE WITNESS: Yes.

A. And he wanted the judgments to be cleared up or else to state that they would be paid for at closing and the tax lien that he had against his property. He wanted those matters to be taken, you know, care of.

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?

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 the judgments that he knew of, at the time, would not have -- the guy still would have -- Ken Irek would have still come out with some money.

Q. Okay.

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

Q. Okay.

A. A very small amount.

1 Q. Now, the contract was signed by you
2 the 29th of May, the check was signed by you the
3 29th of May, the judgments are coming back, the
4 title work comes back I would assume sometime in
5 June, mid to late June.

6 A. That might even have been July. I'd have
7 to see. Which was July 10th, I guess. Well, he
8 wrote to Mr. Irek: Enclosed please find copy of
9 a notice from the Jackson Township Tax Collector
10 advising the amount necessary to pay off the tax
11 lien. That was one. The title search was June
12 26th because he wrote to Ken Irek: Enclosed
13 please find title search. Please note tax lien
14 and mortgage. In accordance with your
15 instruction, this tax lien will be paid from
16 the proceeds at closing.

17 So, I imagine Mr. Irek informed Dennis
18 that the tax lien would be paid at the closing.

19 Q. Now, after that series of
20 correspondence back and forth in the end of
21 June and early July, what happened next?

22 A. Well, basically kind of waited and then
23 we weren't hearing from him -- okay. There's
24 one dated July 31st from Dennis to Mr. Irek
25 and he says: As you remember from my letter

1 of June 26th, 1990, we need certain items prior
2 to closing in order to convey title in accordance
3 with the contract entered into between you, my
4 clients, Mr. and Mrs. Szatmary. As yet, we have
5 not received confirmation of the availability
6 to obtain partial release from Midlantic National
7 Bank merchants or current mortgage holder or the
8 Affidavit regarding Equa or evidence by file
9 documents of the listing of satisfaction
10 of the judgment by Sherwin-Williams Company.
11 These matters are in addition to the payment
12 of the tax lien from the sale of proceeds.
13 Until these matters are taken care of, title
14 will not be sufficient to satisfy the contract
15 requirements of our title company.

16 And he even states here, um: As you
17 know, both sides have been cooperative and
18 moving towards closing and we want to continue
19 to do so. However, we would appreciate hearing
20 from you at your earliest convenience but no
21 later than August 6th, 1990 with regard to the
22 above and a proposal for a closing date.

23 Q. Now, was your attorney attempting
24 to contact Mr. Irek by telephone?

25 A. Telephone, letters, even those certified

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1 letters. A lot of them seemed to come back void
2 except maybe a few occasional times from Fran
3 Donahue and she'd say: Well -- like at one
4 point where we were getting kind of anxious,
5 we contacted her and then she said he was in
6 North Carolina, so he didn't receive his mail
7 until later but she had spoken to him and that
8 he still did want to close, you know, that she
9 would get back in touch with us as far as the
10 closing. Then we didn't hear anything for
11 awhile again, so Dennis signed it, the essence
12 of time -- time of essence letter and, you know,
13 then we were just -- we even went there on the
14 day of closing, the set date of closing to his
15 office and waited around and, of course, he
16 didn't show. And then we frantically tried
17 calling numbers again and we were getting Fast
18 Frame, which is a new number that he had that
19 we had gotten from Fran, she said that's how he
20 got in touch. We left numerous messages with
21 them to call Fran, she said she didn't know his
22 whereabouts any more and, you know, that she
23 wasn't involved, you know, and she wasn't acting
24 on his behalf but she was just helping him out
25 as a friend. So, um, we kind of got, you know --

STATE SHORTHAND REPORTING SERVICE

1 kind of bumped out because we couldn't get a hold
2 of him and we knew that that was it, we knew we
3 had lost, you know, everything at that point.

4 Q. So, you never closed on the lot?

5 A. No.

6 Q. And the \$5,000 dollar deposit has
7 never been recovered.

8 A. No. And there have been numerous
9 attempts on Dennis Poane's part, even to the
10 extent -- you know, our lawyer, even to the
11 extent where he went to the house that Ken
12 Irek lived in on Carriage Lane, I believe it
13 was. He went -- he had two offices supposedly,
14 he went to those, they were closed down. Um,
15 you know, and he even left, you know, things
16 at his door, you know, a package of stuff at
17 his door with the time of essence and
18 everything. That was all.

19 MR. GAUGHRAN: Could we go
20 off the record for a second, please.

21 MR. KEIL: Yes.

22 (Whereupon an off-the-record
23 discussion was held.)

24 MR. GAUGHRAN: The original
25 check.

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MR. KEIL: Let's mark it P-3

(Whereupon the original

check was received and marked P-3 for
identification.)

BY MR. GAUGERAN:

Q. Mrs. Szatmary, I show you exhibit
P-3 and ask you to identify that, please.

A. That's the check that we sent to Ken Irak
for the deposit of the land, the original check.

Q. Okay.

MR. GAUGERAN: I have no
further questions. If you want to --

MR. KEIL: 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.

THE WITNESS: 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,

1 we did not lose anything out of that but we were
2 in the process of buying our house when we had
3 dealings with -- or selling our house when we
4 had dealings with him and that was like hairy in
5 itself and that's when we had William Smith take
6 over for us and then we just found Dennis later
7 for our other things. So, that's why I was more
8 cautious than I would have been normally in
9 saying: Why isn't there an attorney, you know,
10 dealing with this and he said, you know: He is
11 an attorney, you know.

12 MR. KEIL: Okay.

13 MR. MOODY: Can I see the
14 contract?

15 MR. KEIL: Oh, yes.

16 THE WITNESS: We have not
17 had our luck with lawyers until Dennis came
18 along.

19 MR. KEIL: P-4, Affidavit
20 of Publication.

21 (Whereupon a copy of
22 the Affidavit of Publication was received and
23 marked P-4 for identification.)
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STATE SHORTEHAND REPORTING SERVICE

1 CROSS EXAMINATION BY MR. MOODY:

2
3 Q. With regard to the contract
4 that's been marked P -- I believe P-1 for
5 identification, is that the actual contract
6 that you were originally provided with and
7 on which your attorney made certain changes?

8 A. Correct.

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

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

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

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

25 Q. Okay. Do you know whether there

STATE SHORTHAND REPORTING SERVICE

1 was a discussion, a verbal discussion, between
2 your attorney and Mr. Irek with regard to that
3 question that you raised on the deposit being
4 held in escrow or being --

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

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

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

9 Q. In the contract it also seems
10 to make reference to the fact that if the
11 contract did not go forward, that you would
12 be entitled to be reimbursed for title expenses
13 or survey expenses. Did you incur any other
14 expenses besides the loss of the \$5,000 dollar
15 deposit?

16 A. Numerous expenses.

17 MR. MOODY: I don't know
18 if we get into any of that at all or we need
19 to for purposes of any --

20 MR. KEIL: I don't think so.

21 MR. MOODY: -- application
22 she should make in the future.

23 A. I already made an application to the
24 Client Security Funds.

25 Q. Okay.

1 A. And I listed all of that.

2 Q. Okay. You mentioned the name of
3 a woman, Fran Donahue, that you apparently had
4 some conversations with. Was it represented to
5 you that Fran Donahue was employed by the -- is
6 it Kirex (phonetic)?

7 MR. GAUGHRAN: Kirex.

8 BY MR. MOODY:

9 Q. Kirex Development Co.?

10 A. Well, she kept on stating that she wasn't
11 acting as the real estate but she was acting as
12 a friend on his behalf and doing it. Whether she
13 was paid or not, I'm not really sure about that,
14 but I imagine she would have been with all those
15 houses he was selling in there. But they did
16 have real estate signs in the lot, you know, in
17 the area, you know, there was a real estate
18 agent. But she kept on saying to us -- now I
19 don't know why she was doing that but she kept
20 on saying: I'm not acting as a real estate,
21 I'm acting as a, you know, on his behalf as a
22 friend, you know.

23 Q. Okay. When you went to look at
24 the lot -- and I know you told us that Fran was
25 the one that showed you the lot, did you go to

1 an office or this company where you met her and
2 she took you over to the lot?

3 A. In one of the houses --

4 Q. One of the houses.

5 A. -- that was still vacant.

6 Q. Okay. The contract, itself,
7 apparently is signed by Kenneth Irek, president,
8 and attested to by him, as well. Did you
9 question that at all as far as his execution
10 of the contract on behalf of Kirex Development
11 Company or were you told that he was not only
12 the president and the secretary but he was the
13 owner of this particular business?

14 A. Right. We just took it for granted
15 being that he owned all this, you know, in
16 business, that was what he was, you know.

17 Q. Did you ever have any discussions
18 with your attorney as to these liens and
19 judgments which were referred to? I think
20 there was -- at one point you talked about a
21 letter in which there was a discussion about
22 Equa, a judgment, a tax lien and a partial
23 release, I guess, from -- that was to be
24 obtained from Midlantic National Bank. Were
25 those liens, to your knowledge, against Ken

1 Irek or were they against the business?

2 A. The business. Kirex Development.

3 Q. And Ken Irek, as far as you
4 know, represented to your attorney that he
5 would be responsible for releasing the liens
6 against the business?

7 A. At closing.

8 Q. Okay.

9 MR. MOODY: Thank you.

10 MR. KEIL: Mrs. Szatmary,
11 do you, by any chance, have a title search with
12 you?

13 THE WITNESS: Um, I can
14 look. What would it look like?

15 MR. KEIL: Why don't I just
16 look through there for you.

17 MR. MOODY: One other
18 question I forgot.

19 BY MR. MOODY:

20 Q. You were talking about trying
21 to reach Ken Irek or Fran or someone when you
22 started to become a little concerned as to
23 whether this was going to close. Did you ever
24 speak to Ken Irek directly?

25 A. Not after that, not after the -- I only

1 initially spoke to him once in reference to the
2 paper.

3 Q. And that was to the ad?

4 A. I believe so.

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

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

9 Q. How about your husband, to your
10 knowledge, did he ever speak to him?

11 A. No.

12 Q. Did you ever meet him?

13 A. No.

14 Q. You never --

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

17 Q. Okay.

18 MR. KEIL: No.

19 MR. GAUGHRAN: I have no
20 further questions.

21 MR. KEIL: I have no further
22 questions.

23 MR. FLAHERTY: None.

24 MR. MOODY: No questions.

25 MR. GAUGHRAN: Just as a

1 very brief summary, I respectfully submit that
2 although the Respondent is not here he has, at
3 the very least, violated two of the rules of
4 professional conduct, 1.15 (b) as it relates
5 to his obligation to safekeep property and that
6 he did not return to the grievant the funds
7 that they are entitled to.

8 And, secondly, I also submit
9 that RPC 8.4 (c) has been violated in that
10 the Respondent engaged in conduct that's either
11 dishonest, fraudulent, along with potential
12 misrepresentations to the grievant.

13 MR. KEIL: Thank you.

14 MR. GAUGHRAN: Thank you.

15 MR. MOODY: Thank you.

16 MR. KEIL: The matter is

17 now closed.

18 (Whereupon the Ethics

19 Hearing was closed.)
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CERTIFICATE

I, KATHLEEN M. CASSIDY, CSR, a Certified Shorthand Reporter and Notary Public of the State of New Jersey, certify that the foregoing is a true and accurate Computerized Transcript of the Testimony of CATHLEEN D. SZATMARY, who was first duly sworn by me.

I further certify that I am neither attorney or counsel for, nor related to or employed by any of the parties to the action in which the Testimony was taken, and further that I am not a relative or employee of any attorney or counsel employed in this case, nor am I financially interested in the action.



KATHLEEN M. CASSIDY, CSR

Dated: August 12, 1992
My Commission Expires on:
July 23, 1994
License No. XI00783

STATE SHORTHAND REPORTING SERVICE

SUPREME COURT OF NEW JERSEY
DISTRICT IX ETHICS COMMITTEE
DOCKET NO. IX-91-4E.

X-----X
DISTRICT IX ETHICS COMMITTEE,
Complainant, TESTIMONY

-vs- OF
KENNETH F. IREK, ESQ., CATHLEEN D. SZATMARY
Respondent.

X-----X

TESTIMONY OF:
CATHLEEN D. SZATMARY
3 Ware Place
Middletown, NJ 07748

DATE: Wednesday, July 29, 1992

AT: GAUGHRAN & STEIB, ESQS.,
1275 Highway 35, Box 4150
Middletown, NJ 07748

STATE SHORTHAND REPORTING SERVICE
212 Monmouth Road
Oakhurst, NJ 07755
BY: KATHLEEN M. CASSIDY, CSR

ORIGINAL SENT TO:
WALTON KINGSBERY, ESQ.,
c/o Ethics Committee
34 Broad Street
Red Bank, NJ 07701

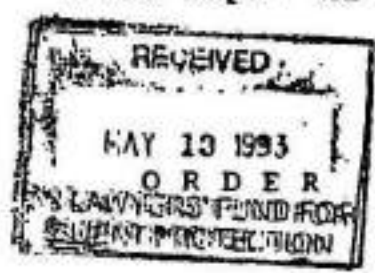
STATE SHORTHAND REPORTING SERVICE

MER-L-2022-20
Irek @ NJ Lawyers' Fund

ATTACHMENT "18"

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

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



FILED
MAY 13 1993
Stephen Wilentz
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 my office, this 11th day of May, 1993.

Stephen Wilentz

Stephen Wilentz
CLERK OF THE SUPREME COURT

we hereby certify that the foregoing is a true copy of the original on file in my office.

ATTACHMENT "19"

NJLFCP Subrogation Agreement with
Zontan and Cathleen Szatmary

52011-93
JP

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

TRUSTEES

ROBERT S. FEDER, CHAIRMAN
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ROSEMARY ALITO



RICHARD J. HUGHES JUSTICE COMPLEX
CN-961

TRENTON, NJ 08625-0961

BILLING: (609) 292-8079

CLAIMS: (609) 292-8008

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

STREET ADDRESS FOR DELIVERIES:
25 W. MARKET STREET

FAX (609) 384-3837

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.

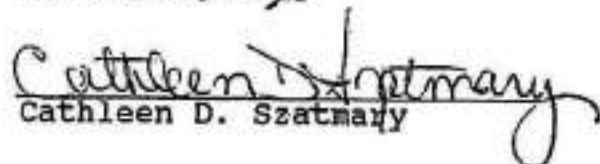
ATTEST:


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
N.D. # 26-73002



ATTACHMENT "20"

Request for Entry of Default,
MER L 005664-94

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

REQUEST TO ENTER DEFAULT
DEFAULT HAS BEEN ENTERED
AS TO THE UNPLEADED REQUEST
AND AFFIDAVIT OF DEFAULT
OF THE PLAINTIFF.

J. REED
CLERK
SUPERIOR COURT OF N.J.

DONALD F. PHELAN
CLERK OF SUPERIOR COURT
SUPERIOR COURT OF N.J.
MERCER COUNTY
RECEIVED & FILED

MAR 7 6 1995

Robert Reed
DEPUTY CLERK
SUPERIOR COURT


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
:
REQUEST FOR ENTRY OF
DEFAULT JUDGMENT WITH
SUPPORTING AFFIDAVIT

To: CLERK OF THE SUPERIOR COURT

Will you please enter the default judgment of the defendant,
Kenneth Irek, herein for failure to plead or otherwise defend as
provided by the Rules of Civil Practice of the Superior Court.

New Jersey Lawyers' Fund for
Client Protection

By: 
DANIEL R. HENDI, Esquire
Senior Counsel

Dated : March 1, 1995.

DRH:knt/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

NEW JERSEY LAWYERS' FUND FOR	:	SUPERIOR COURT OF NEW JERSEY
CLIENT PROTECTION,	:	LAW DIVISION
	:	MERCER COUNTY
Plaintiff,	:	DOCKET NO. MER L 005664-94
	:	
v.	:	Civil Action
	:	
KENNETH IREK,	:	AFFIDAVIT IN SUPPORT OF
	:	REQUEST TO ENTER DEFAULT
Defendant.	:	JUDGMENT

DANIEL R. HENDI, of full age, being duly sworn upon his oath according to law, deposes and says :

(1) I am Deputy Counsel to the New Jersey Lawyers' Fund for Client Protection and have been entrusted with the handling of the within matter on behalf of plaintiff.

(2) Defendant, Kenneth Irek, maintained offices for the practice of law in Colts Neck, New Jersey until his disbarment on May 11, 1993.

(3) The Complaint in this matter was filed in the Superior Court, Law Division, Mercer County, on December 29, 1994. On January 3, 1995, the requisite Summons and Complaint were forwarded


to Mr. Irek at his known address of 111 Crandon Boulevard, Key Biscayne, Florida 33149. On January 24, 1995, this office received the certified mail - return receipt card back with a forwarding address for Mr. Irek of 9800 Topanga Cyn, #D, Chatsworth, CA 91311, (copy attached hereto at Exhibit "A").

(4) The certified mail receipt card attached as Exhibit "A" states that service of the within Summons & Complaint was accepted on behalf of defendant on January 18, 1995.

(5) I have, on today's date, contacted the Clerk's Office and have been advised that the defendant has neither filed an Answer nor any other pleading in this action.

(6) As a result of the failure of Defendant to answer or otherwise move, Plaintiff is entitled to the relief sought in the Complaint.

(7) This Affidavit is filed in support of the entry of default judgment against the defendant.



DANIEL R. HENDI, Esquire
Senior Counsel

Sworn and subscribed to
before me this 1st day
of March, 1995.



KATHLEEN M. TOMCHO

Notary Public of New Jersey
My commission expires 7-29-98

Kathleen M. Tomcho
Notary Public of New Jersey
My Commission Expires July 29, 1998

1 Lawyers Fund 114

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Mr. Kenneth J. Trek
 111 Garden Blvd
 7805 Turnpike
 Key Biscayne Florida
 33134
 Signature (Addressee) *K. J. Trek*

4a. Article Number
 2363199777

4b. Service Type
 Registered Insured
 Certified Registered Mail
 Express Mail Registered Mail Receipt for Merchandise

7. Date of Delivery
 12-18-95

8. Addressee's Address (Only if requested and fee is paid)
 NJ LAWYERS' FUND FOR CLIENT PROTECTION

5. Signature (Agent)
E. Field

PS Form 3811, December 1991 U.S.P.O. 1992-307-530

Thank you for using Return Receipt Service.

PA

UNITED STATES POSTAL SERVICE
 TRENTON NJ 08650
 Official Business

DEC 23 1995

10 04

1995

01-22-95

U.S. MAIL

Penalty for Private Use to Avoid Payment of Postage \$300

Print your name, address and ZIP Code here
 Client Protection Fund
 CO-961
 Trenton, NJ 08625-0961

Exhibit "A"

ATTACHMENT "21"

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

NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION



TRUSTEES
COWLES W. HERR, CHAIRMAN
LUIS R. SANCHEZ, VICE-CHAIRMAN
ARTHUR Z. KAMEN
ROSEMARY ALITO, TREASURER
GERALD J. BATT
SUSAN E. LAWRENCE
THOMAS W. SUMNERS, JR.

DIRECTOR & COUNSEL
KENNETH J. BOSSONG
SENIOR COUNSEL
DANIEL R. HENDI
ROGER S. STEFFENS
DEPUTY COUNSEL & SECRETARY
MICHAEL T. MCCORMICK
ASSISTANT TREASURER
FRANK C. FARR

RICHARD J. HUGHES JUSTICE COMPLEX
CN-961

TRENTON, NJ 08625-0961
BILLING: (609) 292-8079
CLAIMS: (609) 292-8008

FAX (609) 394-3637

STREET ADDRESS FOR DELIVERIES:
25 W. MARKET STREET

April 18, 1995

Mr. Kenneth Irek
9800 Topanga Cyn
Chatsworth, California 91311

Re: New Jersey Lawyers' Fund for Client
Protection v. Kenneth Irek;
J-082161-95; CPF-520

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 would hope to be able to resolve this matter amicably. Please call or write upon receipt of this letter to propose a repayment plan which is appropriate in light of your current financial condition. Even a minimal, good faith monthly payment may be acceptable until such time as your circumstances permit you to increase your monthly remittance.

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

Please be guided accordingly.

Very truly yours,

Michael T. McCormick

enclosure
NM/1

NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION

TRUSTEES

ROBERT S. FEDER, CHAIRMAN
COWLES W. HEAR, VICE CHAIRMAN
GERALD J. BATT
LEAH R. SANCHEZ, TREASURER
ARTHUR Z. KOHN
ROSEMARY ALTO
SUSAN E. LAWRENCE



RICHARD J. HUGHES JUSTICE COMPLEX
CN-961

TRENTON, NJ 08625-0961
BILLING: (609) 392-8079
CLAIMS: (609) 292-8008

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

STREET ADDRESS FOR DELIVERIES:
25 W. MARKET STREET

Fax (609) 394-3637

March 1, 1995

Mercer County Clerk's Office
Mercer County Court House
P. O. Box 8068
Trenton, New Jersey 08650-8068

Re: New Jersey Lawyers' Fund for Client Protection
v. Kenneth Irek
Docket No. MER L 005664-94 / CPF-520

Dear Sir :

Enclosed for filing are an original and two copies of a Request to Enter Default Judgment and accompanying Affidavits as follows :

- (1) Affidavit of Competency and Non-Military Service;
- (2) Affidavit In Support of Request for Default;
- (3) Certificate of Proof of Eric Sivertsen, Accountant to the Client Protection Fund.
- (4) Affidavit of Inquiry in Support of Request to Enter Default Judgment

At this time I am also enclosing an original and three copies of a form of Order for Default Judgment. Upon entry of default would you kindly provide the Default Judgment to the Judge for signing. A self-addressed stamped envelope is provided for your convenience.

Respectfully yours,

Daniel R. Hendi
DANIEL R. HENDI

DRH:knt
Enclosures.


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

NEW JERSEY LAWYERS' FUND FOR	:	SUPERIOR COURT OF NEW JERSEY
CLIENT PROTECTION,	:	LAW DIVISION
	:	MERCER COUNTY
Plaintiff,	:	
	:	DOCKET NO. MER L 005664-94
v.	:	
	:	Civil Action
KENNETH IREK,	:	
	:	REQUEST FOR ENTRY OF
Defendant	:	DEFAULT JUDGMENT WITH
	:	SUPPORTING AFFIDAVIT

To: CLERK OF THE SUPERIOR COURT

Will you please enter the default judgment of the defendant, Kenneth Irek, herein for failure to plead or otherwise defend as provided by the Rules of Civil Practice of the Superior Court.

New Jersey Lawyers' Fund for
 Client Protection

By: 
 DANIEL R. HENDI, Esquire
 Senior Counsel

Dated : March 1, 1995.

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

NEW JERSEY LAWYERS' FUND FOR	:	SUPERIOR COURT OF NEW JERSEY
CLIENT PROTECTION,	:	LAW DIVISION
	:	MERCER COUNTY
Plaintiff,	:	
	:	DOCKET NO. MER L 005664-94
	:	
v.	:	
	:	Civil Action
KENNETH IREK,	:	
	:	AFFIDAVIT OF COMPETENCY AND
Defendant	:	NON-MILITARY SERVICE

STATE OF NEW JERSEY :
 COUNTY OF MERCER : ss .

I, DANIEL R. HENDI, of full age, being duly sworn on my oath,
 depose and say:

1. I am an attorney at law of the State of New Jersey and am
 employed by Plaintiff, New Jersey Lawyers' Fund for Client
 Protection, and am familiar with the facts in this matter.

2. To the best of my knowledge the defendant is competent and
 over the age of 18.

3. To the best of my knowledge and upon reasonable

investigation it has been determined that the defendant is not in active service in any branch of the military of the United States, and resides at 9800 Topanga Cyn, #D, Chatsworth, CA 91311. Mail addressed to defendant at this address has been accepted for defendant.



DANIEL R. HENDI, Esquire
Senior Counsel

Sworn and subscribed to
before me this 1st day
of March, 1995.



KATHLEEN M. TOMCHO
Notary Public of New Jersey
My commission expires 7-29-98

Kathleen M. Tomcho
Notary Public of New Jersey
My Commission Expires July 29, 1998

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

NEW JERSEY LAWYERS' FUND FOR	:	SUPERIOR COURT OF NEW JERSEY
CLIENT PROTECTION,	:	LAW DIVISION
	:	MERCER COUNTY
	:	
Plaintiff,	:	DOCKET NO. MER L 005664-94
	:	
v.	:	Civil Action
	:	
KENNETH IREK,	:	AFFIDAVIT IN SUPPORT OF
	:	REQUEST TO ENTER DEFAULT
Defendant.	:	JUDGMENT

DANIEL R. HENDI, of full age, being duly sworn upon his oath according to law, deposes and says :

(1) I am Deputy Counsel to the New Jersey Lawyers' Fund for Client Protection and have been entrusted with the handling of the within matter on behalf of plaintiff.

(2) Defendant, Kenneth Irek, maintained offices for the practice of law in Colts Neck, New Jersey until his disbarment on May 11, 1993.

(3) The Complaint in this matter was filed in the Superior Court, Law Division, Mercer County, on December 29, 1994. On January 3, 1995, the requisite Summons and Complaint were forwarded


to Mr. Irek at his known address of 111 Crandon Boulevard, Key Biscayne, Florida 33149. On January 24, 1995, this office received the certified mail - return receipt card back with a forwarding address for Mr. Irek of 9800 Topanga Cyn, #D, Chatsworth, CA 91311, (copy attached hereto at Exhibit "A").

(4) The certified mail receipt card attached as Exhibit "A" states that service of the within Summons & Complaint was accepted on behalf of defendant on January 18, 1995.

(5) I have, on today's date, contacted the Clerk's Office and have been advised that the defendant has neither filed an Answer nor any other pleading in this action.

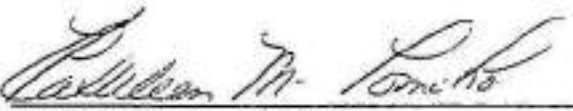
(6) As a result of the failure of Defendant to answer or otherwise move, Plaintiff is entitled to the relief sought in the Complaint.

(7) This Affidavit is filed in support of the entry of default judgment against the defendant.



DANIEL R. HENDI, Esquire
Senior Counsel

Sworn and subscribed to
before me this 1st day
of March, 1995.



KATHLEEN M. TOMCHO
Notary Public of New Jersey
My commission expires 7-29-98

Kathleen M. Tomcho
Notary Public of New Jersey
My Commission Expires July 29, 1998

LAWYERS FUND 1/4

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Mr. Kenneth G. Trek
 1111 Garden Blvd
 7805 70th Ave
 Key Biscayne, Florida
 33149 CA

4a. Article Number: 2363199777

4b. Service Type:
 Registered Insured
 Certified COD
 Express Mail

7. Date of Delivery: 12 18 JAN 21 1995

8. Addressee's Address (Only if requested and fee is paid):
 NJ LAWYERS' FUND FOR
 CLIENT PROTECTION

5. Signature (Addressee): [Signature]

6. Signature (Agent): [Signature]

PS Form 3811, December 1981 U.S.G.P.O.: 1992-307-533

Thank you for using Return Receipt Service.

DOMESTIC RETURN RECEIPT

UNITED STATES POSTAL SERVICE
 TRENTON NJ 08650
 Official Business

Stamp: 1995

Postage meter: 01-22-95

U.S. MAIL logo

Penalty for private use to avoid payment of postage, \$300

Print your name, address and ZIP Code here

Client Protection Fund
 CP-961
 Trenton, NJ 08625-0861

Handwritten: Lammont CPT-520

Exhibit "A"

DRH:knt/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

NEW JERSEY LAWYERS' FUND	:	SUPERIOR COURT OF NEW JERSEY
FOR CLIENT PROTECTION,	:	LAW DIVISION
	:	MERCER COUNTY
Plaintiff,	:	
	:	DOCKET NO. MER L 005664-94
v.	:	
	:	Civil Action
KENNETH IREK,	:	
	:	CERTIFICATE OF PROOF OF
Defendant	:	ERIC SIVERTSEN, ACCOUNTANT
	:	TO THE CLIENT PROTECTION FUND

ERIC SIVERTSEN, of full age, certifies that:

1. I am the Accountant to the New Jersey Lawyers' Fund for Client Protection and am charged with the responsibility of maintaining the books, records and accounts of the Fund, including those involving Kenneth Irek.

2. I have examined the records of the Fund and they reflect that a claim has been paid in regard to Kenneth Irek to Zontan and Cathleen Szathmary in the sum of \$5,000.00.

3. As a condition of payment of the claim of Zontan and Cathleen Szathmary, the Fund was subrogated to their rights. The Claimants executed a Release, Assignment and Subrogation Agreement

in favor of the Fund.

4. Defendant is indebted to plaintiff as a result of the claim of Zontan and Cathleen Szathmary in the amount of \$5,000.00.

5. No money has been paid to the Fund as reimbursement on this claim and, therefore, no offsets apply.

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.



ERIC SIVERTSEN, Accountant

Dated : March 1, 1995.

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, Senior Counsel

NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
	:	MERCER COUNTY
Plaintiff,	:	DOCKET NO. MER L 005664-94
	:	
v.	:	Civil Action
	:	
KENNETH IREK,	:	AFFIDAVIT OF INQUIRY
	:	IN SUPPORT OF REQUEST
	:	TO ENTER DEFAULT JUDGMENT
Defendant.	:	

DANIEL R. HENDI, of full age, being duly sworn upon his oath according to law, deposes and says :

(1) I am Deputy Counsel to the New Jersey Lawyers' Fund for Client Protection and have been entrusted with the handling of the within matter on behalf of plaintiff.

(2) Defendant, Kenneth Irek, maintained offices for the practice of law in Colts Neck, New Jersey until his disbarment on May 11, 1993.

(3) Defendant, Kenneth Irek, no longer lives or works in the State of New Jersey and after diligent inquiry I have learned that he cannot be served in this State; I have ascertained that the defendnat, Kenneth Irek, is presently residing in California.

(4) I have made diligent inquiry as to the defendant's whereabouts and have been advised by the postal service of Key Biscayne, Florida that he has moved to and currently resides at 9800 Topanga Cyn, #D, Chatsworth, California 91311.

(5) Plaintiff herein filed a Complaint in the Superior Court, Law Division, Mercer County, on December 19, 1994. A Summons was issued on January 3, 1995, and was forwarded to defendant by regular and certified mail - return receipt requested and regular mail to defendant's former address, 111 Crandon Boulevard, Key Biscayne, Florida 33149.

(6) As appears from the Domestic Return Receipt (certified mail green card) at Exhibit "A", the Summons and Complaint were accepted on behalf of Mr. Irek on January 18, 1995, at his new place of residence, 9800 Topanga Cyn, #D, Chatsworth, California 91311.

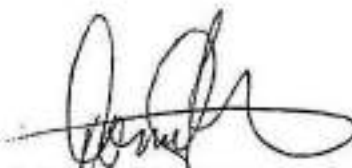
(7) The time within which defendant may answer or otherwise move as to the Complaint has expired.

(8) Defendant has failed to file an Answer or otherwise move

with regard to the plaintiff's Complaint.

(9) As a result of the failure of defendant to answer or otherwise move, plaintiff is entitled to the relief sought in the Complaint.

(10) This Affidavit is filed in support of the entry of default and default judgment against defendant.



Daniel R. Hendi, Esquire

Sworn and subscribed to
before me this 1st day
of March, 1995.



KATHLEEN M. TOMCHO
Notary Public of New Jersey
My commission expires 7-29-98

Kathleen M. Tomcho
Notary Public of New Jersey
My Commission Expires July 29, 1998

Lawyers Fund 1/4

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the slip below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mr. Kenneth G. Trek
111 Garden Blvd
7805 Turnpike
Fort Biscayne, Florida
Altamonte Springs, FL 32714

4a. Article Number
2363199777

4b. Service Type
 Registered Insured
 Certified Registered Mail
 Express Mail

7. Date of Delivery
DEC 24 1995

5. Signature (Addressee)
K. G. Trek

8. Addressee's Address (Only if requested and fee is paid)
NJ LAWYERS' FUND FOR CLIENT PROTECTION

6. Signature (Agent)
K. G. Trek

PS Form 3831, December 1981 U.S.D.P.O. 1992-307-500 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE
TRENTON NJ 08650

Official Business

Stamp: 520

Postmark: DEC 23 1995

Barcode: 9505 33 20 01-22-95

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE \$300

U.S. MAIL

Print your name, address and ZIP Code here

Client Protection Fund
CO-961
Trenton, NJ 08625-0961

Exhibit "A"

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

NEW JERSEY LAWYERS' FUND FOR	:	SUPERIOR COURT OF NEW JERSEY
CLIENT PROTECTION,	:	LAW DIVISION
	:	MERCER COUNTY
Plaintiff,	:	
	:	DOCKET NO. MER L 005664-94
v.	:	Civil Action
KENNETH IREK,	:	
Defendant.	:	DEFAULT JUDGMENT

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 DAY OF ; 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.

J.S.C.

ATTACHMENT "22"

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

FOR
CLIENT PROTECTION

TRUSTEES

KYRAN CONNOR, CHAIR
BRENDA J. STEWART, VICE CHAIR
AUREA VASCONCELOS, TREASURER
ROBERT J. GELSON
SUSAN E. LAWRENCE
JOHN MCFEELEY, III
WILLIAM E. HINKES

ASSISTANT TREASURER
FRANK C. FARR

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FUND SECRETARY
RUBY D. COCHRAN

CLAIMS: (609) 292-8008
BILLING: (609) 292-8079
FAX: (609) 394-3637

Writer's direct dial (609) 633-9708

April 24, 2000

VIA FIRST CLASS AND CERTIFIED MAIL

Kenneth Irek
9800 Topanga Canyon Boulevard, #261D
Chatsworth, CA 91311

Re: New Jersey Lawyers' Fund for Client Protection v. Kenneth Irek
Docket/Judgment No. MER L-5664-94; J-08161-95; our file CPF-520

Dear Mr. Irek:

The New Jersey Supreme Court has granted the New Jersey Lawyers' Fund for Client Protection the authority to enforce your obligation to pay the referenced Judgment through the Comprehensive Enforcement Program established by N.J.S.A. 2B:19-1 *et seq.*

Enclosed are an original and one (1) copy of a Notice of Delinquency requiring you to begin making monthly payments on this obligation. You should contact the Fund as soon as possible to propose a monthly payment plan. All proposals are subject to approval by the Board of Trustees which governs the Fund and which next meets on May 18, 2000. If you do not have a plan in place by May 18 (Consent Order executed, lump sum payment plus first monthly payment made, subject to the approval of the Board), you will receive a Summons to appear in Court in June 2000 for an enforcement hearing.

I have also enclosed an Information Subpoena for you to complete. The Board will not approve your plan unless you have submitted a completed Information Subpoena so that it can evaluate your proposal in light of your resources. If you wish to discuss your case, you may contact me at the number listed above.

Very truly yours,
Margaret S. Hall
MARGARET S. HALL

/msh

encl(s)

k:\cep\correspondence\dan0600.mgd

SUPERIOR COURT OF NEW JERSEY

COMPREHENSIVE ENFORCEMENT PROGRAM
NOTICE OF DELINQUENT PAYMENT

April 24, 2000
 Cmpt./Acc./Dkt.MER L-5664-94
 Judgment # J-08161-95
 Financial Account # CPF-520

Mr. Kenneth Irek
 9800-D261 Topanga Canyon Boulevard
 Chatsworth, CA 91311

Last Payment: \$0
 Last Payment Date n/a
 Total Owed \$5,000.00

The New Jersey Lawyers' Fund for Client Protection has referred your debt to the Comprehensive Enforcement Program (CEP) for collection. YOUR RESTITUTION OBLIGATION IS IN ARREARS. THE NEXT LETTER YOU RECEIVE WILL BE A COURT SUMMONS TO AN ENFORCEMENT HEARING. You may be able to avoid a Court appearance by doing ALL of the following BEFORE May 18, 2000:

proposing a payment plan
 executing a Consent Order prepared by the Fund
 making a lump sum payment and a monthly payment; and
 returning the enclosed Information Subpoena

ALL PROPOSALS FOR PAYMENT ARE SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES ON MAY 18, 2000. If your failure to pay is found to be willful noncompliance, one or several of the following may happen:

- 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 alternative to detention. (Cost to you: \$15 enrollment fee and \$2 per day fee.)

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 above address. Payments can be made 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 Margaret S. Hall, Esq., at the New Jersey Lawyers' Fund for Client Protection within five (5) days of receipt of this notice at (609) 633-9708.

Sincerely,

 Dennis R. Martin, Chief of
 Collections, Administrative Office of the Courts

PLEASE NOTIFY OF DISABILITY/INTERPRETER ACCOMMODATION NEEDS

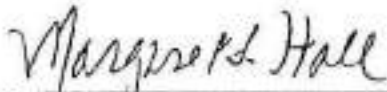
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your failure to answer.

If this judgment has resulted from a default you may have the right to have this default judgment vacated by making an appropriate motion to the court. Contact any attorney or the clerk of the court for information on making such a motion. Even if you dispute the judgment you must answer all 17 of the attached questions.

You must answer each question giving complete answers, attaching additional pages if necessary. False or misleading answers may subject you to punishment by the court. However, you need not provide information concerning the income and assets of others living in your household unless you have a financial interest in the assets or income. Be sure to sign and date your answers and return them to the address in the upper left hand corner within 14 days.

Dated: April 24, 2000



Margaret S. Hall, Esq.
New Jersey Lawyers' Fund for
Client Protection



Donald Phelan, Clerk
Superior Court of New Jersey

VIA FIRST CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

ATTACHMENT “23”

Legislative History of Comprehensive Enforcement Program

2B:19-1

LEGISLATIVE HISTORY CHECKLIST
Compiled by the NJ State Law Library

"Comprehensive Enforcement Program"

NJSA: 2B:19-1

LAWS OF: 1995 **CHAPTER:** 9

BILL NO: S335

SPONSOR(S): DiFrancesco

DATE INTRODUCED: Pre-filed

COMMITTEE: **ASSEMBLY:** Appropriations
SENATE: Judiciary; Budget

AMENDED DURING PASSAGE: Yes
Senate Committee Substitute (3R) enacted

DATE OF PASSAGE: **ASSEMBLY:** September 26, 1994 Re-enacted 1-10-95
SENATE: May 12, 1994 Re-enacted 12-19-95

DATE OF APPROVAL: January 12, 1995

FOLLOWING STATEMENTS ARE ATTACHED IF AVAILABLE:

SPONSOR STATEMENT: Yes

COMMITTEE STATEMENT: **ASSEMBLY:** Yes
SENATE: Yes 2-24-94 & 3-10-94

FISCAL NOTE: No

VETO MESSAGE: Yes

MESSAGE ON SIGNING: No

FOLLOWING WERE PRINTED:

REPORTS: Yes

HEARINGS: No

Report referred to in statement:

974.90 New Jersey. Governor's Management Review Commission.
C929 Collection of assessments, fines and restitution.
1993b October 19, 1993, Trenton, 1993.

KBG:pp

[THIRD REPRINT]

SENATE COMMITTEE SUBSTITUTE FOR
SENATE, No. 335

STATE OF NEW JERSEY

ADOPTED FEBRUARY 24, 1994

Sponsored by Senator DiFRANCESCO Assemblymen Haytaian,
Solomon, DeCroce, Felice, Assemblywoman Gregory-Scocchi,
Assemblyman Rocco, Assemblywoman J. Smith, Assemblyman
Warsh, Assemblywoman Heck and Assemblyman Roma

1 AN ACT creating the "Comprehensive Enforcement ³[Court]
2 Program³ Fund³[,]³" ³and³ revising various parts of the
3 statutory law ³[and making an appropriation]³.

4

5 BE IT ENACTED *by the Senate and General Assembly of the*
6 *State of New Jersey:*

7 1. (New section) Sections 1 through 9 of this act shall be
8 known and may be cited as the "Comprehensive Enforcement
9 ³[Court] Program³ Fund Act."

10 2. (New section) The Legislature finds and declares that:

11 a. The Judiciary routinely enters judgments and court orders
12 setting forth assessments, surcharges, fines and restitution
13 against litigants pursuant to statutory law.

14 b. The enforcement of court orders is crucial to ensure respect
15 for the rule of law and credibility of the court process.

16 c. Despite monitoring of judgments and court orders by
17 probation divisions and other segments of the Judiciary
18 responsible for doing so, many orders are not complied with
19 because there is a lack of central coordination, funding,
20 automation, and control.

21 d. The Judiciary has successfully developed a hearing officer
22 program in child support enforcement and a pilot criminal
23 enforcement court project, which is in the process of being
24 expanded, that have demonstrated significant increases in
25 collections and compliance.

26 e. The Governor's Management Review Commission has
27 reviewed the collections process in New Jersey and made
28 recommendations supporting the establishment and funding of a
29 statewide comprehensive enforcement ³[court]³ program
30 operated by the Judiciary.

31 f. Upon passage of this act, the Supreme Court and the Chief
32 Justice will establish a Statewide comprehensive enforcement

[3R] SCS for S335

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1 surcharges and judgments in the civil, criminal and family
2 divisions, the Tax Court and in certain municipal court matters as
3 ²[determined by the Supreme Court] provided in section 6 of this
4 act². The comprehensive enforcement ³[court] program³ will
5 utilize the child support hearing officer model and the pilot
6 project criminal enforcement court model, supported by a
7 Statewide automation system designed to increase collections,
8 compliance and accountability.

9 3. (New section) There is established as a separate fund in the
10 General Fund, to be administered by the Administrative Office of
11 the Courts, a "Comprehensive Enforcement ³[Court] Program³
12 Fund." This fund shall be the depository for the deductions from
13 collections ¹and the enforced community service fees¹ described
14 in sections 4 and ¹[6] 5¹ of this act for the purpose of operating
15 the comprehensive enforcement ³[court] program³, the computer
16 system established pursuant to P.L.1992, c.169, enforced
17 community service and any subsequent programs or
18 methodologies employed to enforce collection of court ordered
19 financial obligations.

20 4. (New section) ²a.² ³[The] Subject to the approval of the
21 Director of the Division of Budget and Accounting, the³
22 Administrative Office of the Courts is authorized to deduct an
23 amount up to 25% of all moneys collected through the
24 comprehensive enforcement ³[court] program³, except for victim
25 restitution and for Violent Crimes Compensation Board
26 assessments, for deposit in the "Comprehensive Enforcement
27 ³[Court] Program³ Fund" established pursuant to section 3 of this
28 act to fund the comprehensive enforcement ³[court] program³,
29 the CAPS computer system, enforced community service, and
30 other programs employed to collect court ordered financial
31 obligations. The Administrative Office of the Courts shall
32 promulgate a schedule for the deduction of collections to be
33 deposited in the "Comprehensive Enforcement ³[Court] Program³
34 Fund."

35 ²b. Of the funds deposited in the "Comprehensive Enforcement
36 ³[Court] Program³ Fund," no more than \$550,000.00 annually
37 shall be allocated to fund the comprehensive enforcement
38 ³[court] program^{3,2}

39 5. (New section) a. The governing body of each county,
40 through the sheriff or such other authorized officer, may
41 establish a labor assistance program as an alternative to direct
42 incarceration to be utilized by the comprehensive enforcement
43 ³[court] program³ as a sentencing option. An enrollment fee of
44 \$15.00 shall be paid by each person who is sentenced to a labor
45 assistance program. Additionally, each person so sentenced shall

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1 enforced community service program. Additionally, each person
2 so sentenced shall pay a fee of \$2.00 per day for each day
3 originally sentenced to the enforced community service program.
4 Enforced community service fees shall be deposited in the
5 "Comprehensive Enforcement ³[Court] Program³ Fund."

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

11 (2) As used in this section, "enforced community service"
12 means a work program, established and supervised by the
13 probation division, which directly and rigorously supervises
14 offenders providing physical labor as an alternative to direct
15 incarceration in those counties which have chosen not to create a
16 labor assistance program.

17 6. (New section) ²a.² All matters involving the collection of
18 monies ²[in a municipal court,]² in the Superior Court and Tax
19 Court which have not been resolved in accordance with an order
20 of the court may be transferred, pursuant to court rule, to the
21 comprehensive enforcement ³[court] program³ for such action as
22 may be appropriate.

23 ²b.(1) A municipal court may request that all matters which
24 have not been resolved in accordance with an order of that court
25 be transferred to the comprehensive enforcement ³[court]
26 program³ for such action as may be appropriate. All monies
27 collected through the comprehensive enforcement ³[court]
28 program³ which result from the enforcing of orders transferred
29 from any municipal court shall be subject to the 25% deduction
30 authorized pursuant to section 4 of this act except for monies
31 collected in connection with the enforcement of orders related to
32 parking violations.

33 (2) Nothing contained in this act shall prevent any municipal
34 court from contracting the services of a private collection
35 agency to collect any monies which have not been remitted in
36 accordance with an order of that court.²

37 7. (New section) All matters involving the imposition of a
38 sentence of community service by either the Superior Court or a
39 municipal court which have not been complied with by the
40 offender shall be transferred, by the sentencing judge to the
41 comprehensive enforcement ³[court] program³ for such suitable
42 compliance sanctions as may be appropriate, including
43 incarceration, participation in a labor assistance program,
44 enforced community service, imposition of a financial sanction,
45 or a combination of these sanctions or such other alternative as

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1 enforced community service in lieu of payment of the remaining
2 court ordered financial obligations;

3 (2) Impose additional hours in a labor assistance program or
4 enforced community service in lieu of payment of the remaining
5 court ordered financial obligations;

6 (3) Impose a term of imprisonment in lieu of paying the
7 remaining court ordered financial obligations; or

8 (4) Docket the total amount due as a judgment in the Superior
9 Court.

10 b. When the comprehensive enforcement ³[court] hearing
11 officer³ has exhausted all of the steps enumerated in this section
12 and any additional hours of a labor assistance program or
13 enforced community service or any term of imprisonment have
14 been completed, the person may be terminated from probation
15 supervision and the total amount owed may be removed from
16 probation records and deducted from outstanding and
17 uncollectable amounts owed. These actions notwithstanding,
18 whenever a judgment is docketed in the Superior Court, the
19 person remains liable to pay the outstanding debt as originally
20 imposed by the sentencing court.

21 c. Notwithstanding the foregoing, the ³[court] comprehensive
22 enforcement hearing officer³ may not relieve the person of the
23 obligation to pay the VCCB assessment or restitution to a victim.

24 9. (New section) Any recommendation by a comprehensive
25 enforcement ³[court]³ hearing officer shall be in conformity with
26 court rules and shall be approved by a judge of the Superior Court
27 prior to entry.

28 10. N.J.S.2C:46-1 is amended to read as follows:

29 2C:46-1. Time and Method of Payment; Disposition of Funds.

30 a. When a defendant is sentenced to pay an assessment
31 pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1), a fine, a
32 penalty imposed pursuant to N.J.S.2C:35-15, a forensic
33 laboratory fee imposed pursuant to N.J.S.2C:35-20 or to make
34 restitution, the court may grant permission for the payment to be
35 made within a specified period of time or in specified
36 installments. If no such permission is embodied in the sentence,
37 the assessment, fine, penalty, fee or restitution shall be payable
38 forthwith, and the court shall file a copy of the judgment of
39 conviction with the Clerk of the Superior Court who shall enter
40 the following information upon the record of docketed judgments:

41 (1) the name of the convicted person as judgment debtor;

42 (2) the amount of the assessment imposed pursuant to section
43 2 of P.L.1979, c.396 (C.2C:43-3.1) and the Violent Crimes
44 Compensation Board as a judgment creditor in that amount;

45 (3) the amount of any restitution ordered and the name of any

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5

1 shall be given priority consistent with the provisions of section 13
2 of P.L.1991, c.329 (C.2C:46-4.1). These entries shall have the
3 same force as a civil judgment docketed in the Superior Court.

4 b. (1) When a defendant sentenced to pay an assessment
5 imposed pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1), a
6 fine, a penalty imposed pursuant to N.J.S.2C:35-15, a forensic
7 laboratory fee imposed pursuant to N.J.S.2C:35-20 or to make
8 restitution is also sentenced to probation, the court shall make
9 continuing payment of installments on the assessment and
10 restitution a condition of probation, and may make continuing
11 payment of installments on the fine, the mandatory Drug
12 Enforcement and Demand Reduction penalty or the forensic
13 laboratory fee a condition of probation.

14 (2) When a defendant sentenced to pay an assessment imposed
15 pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1), a fine, a
16 penalty imposed pursuant to N.J.S.2C:35-15, a forensic
17 laboratory fee imposed pursuant to N.J.S.2C:35-20 or to make
18 restitution is also sentenced to a custodial term in a State
19 correctional facility, the court may require the defendant to pay
20 installments on the assessment, penalty, fee, fine and restitution.

21 c. The defendant shall pay an assessment imposed pursuant to
22 section 2 of P.L.1979, c.396 (C.2C:43-3.1), restitution, penalty,
23 fee or fine or any installment thereof to the officer entitled by
24 law to collect the payment. In the event of default in payment,
25 such agency shall take appropriate action for its collection.

26 d. (1) When, in connection with, a sentence of probation, a
27 defendant is sentenced to pay an assessment imposed pursuant to
28 section 2 of P.L.1979, c.396 (C.2C:43-3.1), a fine, a penalty
29 imposed pursuant to N.J.S.2C:35-15, a forensic laboratory fee
30 imposed pursuant to N.J.S.2C:35-20 or to make restitution, the
31 defendant, in addition, shall be sentenced to pay a transaction fee
32 on each occasion that the defendant makes a payment or an
33 installment payment, until the defendant has paid the full amount
34 he is sentenced to pay. All other individuals making payments on
35 court ordered financial obligations through the probation division
36 shall also pay a transaction fee on each payment or installment
37 payment. The Administrative Office of the Courts shall
38 promulgate a transaction fee schedule for use in connection with
39 installment payments made pursuant to this paragraph; provided,
40 however, the transaction fee on an installment payment shall not
41 exceed [~~\$1.00~~] \$2.00.

42 (2) When, in connection with a custodial sentence in a State
43 correctional institution, a defendant is sentenced to pay an
44 assessment imposed pursuant to section 2 of P.L.1979, c.396
45 (C.2C:43-3.1), a fine, a penalty imposed pursuant to

[3R] SCS for S335

6

1 11. N.J.S.2C:46-2 is amended to read as follows:

2 2C:46-2. Consequences of Nonpayment; Summary Collection.
3 a. When a defendant sentenced to pay an assessment imposed
4 pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1), monthly
5 probation fee, fine, other court imposed financial penalties or to
6 make restitution defaults in the payment thereof or of any
7 installment, upon the motion of the person authorized by law to
8 collect the payment, the motion of the prosecutor, the motion of
9 the victim entitled to payment of restitution, the motion of the
10 Violent Crimes Compensation Board, the motion of the State or
11 county Office of Victim and Witness Advocacy or upon its own
12 motion, the court shall recall him, or issue a summons or a
13 warrant of arrest for his appearance. The court shall afford the
14 person notice and an opportunity to be heard on the issue of
15 default. Failure to make any payment when due shall be
16 considered a default. The standard of proof shall be by a
17 preponderance of the evidence, and the burden of establishing
18 good cause for a default shall be on the person who has defaulted.

19 (1) If the court finds that the person has defaulted without
20 good cause, the court shall:

21 (a) Order the suspension of the driver's license or the
22 nonresident reciprocity driving privilege of the person; and

23 (b) Prohibit the person from obtaining a driver's license or
24 exercising reciprocity driving privileges until the person has made
25 all past due payments; and

26 (c) Notify the Director of the Division of Motor Vehicles of
27 the action taken; and

28 (d) Take such other actions as may be authorized by law.

29 (2) If the court finds that the person defaulted on payment of a
30 [fine] court imposed financial obligation without good cause and
31 finds that the default was willful, the court may, in addition to
32 the action required by paragraph ¹[a.]¹ (1) of this ¹[section]
33 subsection a.¹, impose a term of imprisonment or participation in
34 a labor assistance program or enforced community service to
35 achieve the objective of the [fine] court imposed financial
36 obligation. These options shall not reduce the amount owed by the
37 person in default. The term of imprisonment or enforced
38 community service or participation in a labor assistance program
39 in such case shall be specified in the order of commitment. It
40 need not be equated with any particular dollar amount but, in the
41 case of a fine it shall not exceed one day for each \$20.00 of the
42 fine nor 40 days if the fine was imposed upon conviction of a
43 disorderly persons offense nor 25 days for a petty disorderly
44 persons offense nor one year in any other case, whichever is the

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1 suspend the fine or the unpaid portion of the fine.

2 (4) When failure to pay an assessment imposed pursuant to
3 section 2 of P.L.1979, c.396 (C.2C:43-3.1), monthly probation fee
4 for], restitution or other financial penalties or to perform
5 enforced community service or to participate in a labor
6 assistance program is determined to be willful, the failure to do
7 so shall be considered to be contumacious.

8 (5) When a fine, assessment imposed pursuant to section 2 of
9 P.L.1979, c.396 (C.2C:43-3.1), other financial penalty or
10 restitution is imposed on a corporation, it is the duty of the
11 person or persons authorized to make disbursements from the
12 assets of the corporation or association to pay it from such assets
13 and their failure so to do may be held to be contumacious.

14 b. Upon any default in the payment of a fine, assessment
15 imposed pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1),
16 monthly probation fee, other financial penalties, restitution, or
17 any installment thereof, execution may be levied and such other
18 measures may be taken for collection of it or the unpaid balance
19 thereof as are authorized for the collection of an unpaid civil
20 judgment entered against the defendant in an action on a debt.

21 c. Upon any default in the payment of restitution or any
22 installment thereof, the victim entitled to the payment may
23 institute summary collection proceedings authorized by
24 subsection b. of this section.

25 d. Upon any default in the payment of an assessment imposed
26 pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1) or any
27 installment thereof, the Violent Crimes Compensation Board or
28 the party responsible for collection may institute summary
29 collection proceedings authorized by subsection b. of this section.

30 e. When a defendant sentenced to make restitution to a public
31 entity other than the Violent Crimes Compensation Board,
32 defaults in the payment thereof or any installment, the court
33 may, in lieu of other modification of the sentence, order the
34 defendant to perform work in a labor assistance program or
35 enforced community service program.

36 f. If a defendant ordered to participate in a labor assistance
37 program or enforced community service program fails to report
38 for work or to perform the assigned work, the comprehensive
39 enforcement ³[court] hearing officer³ may revoke ³[its] the³
40 work order and impose any sentence permitted as a consequence
41 of the original conviction.

42 g. If a defendant ordered to participate in a labor assistance
43 program or an enforced community service program pays all
44 outstanding assessments, the comprehensive enforcement ³[court]

[3R] SCS for S335

8

1 defined in section 5 of the "Comprehensive ³[Court]³
2 Enforcement ³Program³ Fund Act," P.L. , c. (C.) (now
3 pending before the Legislature as ¹[sections 5 of]¹ this bill).

4 (3) "Public entity" means ¹[,]¹ the State, any county,
5 municipality, district, public authority, public agency and any
6 other political subdivision or public body in the State.

7 (cf: P.L.1993, c.275, s.17)

8 ³[12. There is hereby appropriated ¹from the General Fund¹
9 \$550,000.00 to the Administrative Office of the Courts for the
10 purpose of training and hiring comprehensive enforcement court
11 hearing officers.]³

12 ³[13.] ³12.³ This act shall take effect immediately, except that
13 section 10 shall take effect 60 days after enactment.

14

15

16

17

18 Authorizes the Supreme Court to establish an enforcement
19 program and certain community services programs.

SENATE, No. 335**STATE OF NEW JERSEY**

Introduced Pending Technical Review by Legislative Counsel

PRE-FILED FOR INTRODUCTION IN THE 1994 SESSION

By Senator DiFRANCESCO

1 **AN ACT** authorizing the Supreme Court to establish an
2 enforcement court; supplementing Title 2B of the New Jersey
3 Statutes; amending N.J.S.2C:46-2 and making an appropriation.
4

5 **BE IT ENACTED** by the Senate and General Assembly of the
6 *State of New Jersey*:

7 1. Section 1 through 8 of this act shall be known and may cited
8 as the "Comprehensive Enforcement Act."

9 2. The Legislature finds and declares that:

10 a. Courts routinely impose fines, assessments, restitution and
11 community service on defendants in criminal cases and enter
12 judgements and issue court orders in civil matters.

13 b. The enforcement of court orders and other court-imposed
14 sanctions is crucial to ensure the rule of law and the credibility
15 of the judicial process.

16 c. As a result of a lack of central coordination, funding,
17 automation and control, outstanding financial assessments and
18 court ordered sanctions are often not complied with and are
19 poorly monitored.

20 d. The judiciary has successfully developed enforcement
21 programs which have significantly increased collections and
22 compliance in the areas of child support and criminal sanctions.

23 e. It is, therefore, altogether fitting and proper to authorize
24 the Supreme Court to establish a comprehensive enforcement
25 program in each county.

26 3. As used in this act, "enforcement court" means the Superior
27 Court, Law Division, Enforcement Part.

28 4. a. The Supreme Court is authorized to establish an
29 enforcement court in each county. The enforcement court shall
30 be empowered to provide for the enforcement of court orders and
31 to oversee collection of court-ordered fines, assessments and
32 judgments. The Supreme Court may also, by court rule, empower
33 the enforcement court to enforce and oversee orders and
34 sanctions imposed by municipal courts in that county.

35 b. The Supreme Court shall adopt rules providing for the
36 qualifications and appointments of enforcement court hearing

S335

2

1 Courts a non-lapsing fund entitled the "Comprehensive
2 Enforcement Fund." The fund shall be the depository for the
3 funds collected pursuant to subsection b. of this section. Monies
4 from this fund shall be used to operate enforcement courts in
5 each county and to operate the computer system established
6 pursuant to P.L.1992, c.169.

7 b. The Administrative Office of the Courts is authorized to
8 deduct 25% of all monies collected through various enforcement
9 parts except for direct victim restitution for deposit in the
10 "Comprehensive Enforcement Fund."

11 6. The governing body of each county, through the Sheriff or
12 other authorized officer, shall establish a labor assistance
13 program as an alternative to direct incarceration to be utilized
14 by the enforcement court as a sentencing option. An enrollment
15 fee of \$15.00 shall be paid by each person who is sentenced to the
16 labor assistance program. Additionally, each person so sentenced
17 shall pay a fee of \$2.00 per day for each day actually served in
18 the labor assistance program. These fees shall be made through
19 the enforcement court for the use of the county.

20 7. All municipal court matters involving the collection of
21 monies which have not been resolved to the satisfaction of the
22 municipal court judge within four months of the imposition of
23 sentence shall be transferred to the enforcement court in the
24 county for such action as may be appropriate.

25 8. All matters involving the imposition of a sentence of
26 community service by either the Superior Court or a municipal
27 court which have not been satisfactorily complied with by the
28 offender shall be transferred to the enforcement court for such
29 suitable compliance sanctions as may be appropriate, including
30 direct incarceration, placement in a labor assistance program, a
31 financial sanction, a combination of these sanctions or such other
32 alternative as may be appropriate.

33 9. N.J.S.2C:46-2 is amended to read as follows:

34 2C:46-2. Consequences of Nonpayment; Summary Collection.

35 a. When a defendant sentenced to pay an assessment imposed
36 pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1), fine or
37 other financial penalty or to make restitution defaults in the
38 payment thereof or of any installment, upon the motion of the
39 person authorized by law to collect the payment, the motion of
40 the prosecutor, the motion of the victim entitled to payment of
41 restitution, the motion of the Violent Crimes Compensation
42 Board, the motion of the State or county Office of Victim and
43 Witness Advocacy or upon its own motion, the court shall recall
44 him, or issue a summons or a warrant of arrest for his
45 appearance. The court shall afford the person notice and an

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3

1 (b) Prohibit the person from obtaining a driver's license or
2 exercising reciprocity driving privileges until the person has made
3 all past due payments; and

4 (c) Notify the Director of the Division of Motor Vehicles of
5 the action taken; and

6 (d) Take such other actions as may be authorized by law.

7 (2) If the court finds that the person defaulted on payment of a
8 [fine] financial obligation without good cause and finds that the
9 default was willful, the court may, in addition to the action
10 required by paragraph a. (1) of this section, impose a term of
11 imprisonment to achieve the objective of the [fine] financial
12 obligation. The term of imprisonment in such case shall be
13 specified in the order of commitment. It need not be equated
14 with any particular dollar amount but, in the case of a fine, it
15 shall not exceed one day for each \$20.00 of the fine nor 40 days if
16 the fine was imposed upon conviction of a disorderly persons
17 offense nor 25 days for a petty disorderly persons offense nor one
18 year in any other case, whichever is the shorter period. In no
19 case shall the total period of imprisonment in the case of a
20 disorderly persons offense for both the sentence of imprisonment
21 and for failure to pay a fine exceed six months.

22 (3) Except where incarceration is ordered pursuant to
23 paragraph a. (2) of this section, if the court finds that the person
24 has defaulted the court shall take appropriate action to modify or
25 establish a reasonable schedule for payment, and, in the case of a
26 fine, if the court finds that the circumstances that warranted the
27 fine have changed or that it would be unjust to require payment,
28 the court may revoke or suspend the fine or the unpaid portion of
29 the fine.

30 (4) When failure to pay an assessment imposed pursuant to
31 section 2 of P.L.1979, c.396 (C.2C:43-3.1) or restitution is
32 determined to be willful, the failure to do so shall be considered
33 to be contumacious.

34 (5) When a fine, assessment imposed pursuant to section 2 of
35 P.L.1979, c.396 (C.2C:43-3.1) or restitution is imposed on a
36 corporation, it is the duty of the person or persons authorized to
37 make disbursements from the assets of the corporation or
38 association to pay it from such assets and their failure so to do
39 may be held to be contumacious.

40 b. Upon any default in the payment of a fine, assessment
41 imposed pursuant to section 2 of P.L.1979, c.396 (C.2C:43-3.1),
42 restitution, or any installment thereof, execution may be levied
43 and such other measures may be taken for collection of it or the
44 unpaid balance thereof as are authorized for the collection of an
45 unpaid civil judgment entered against the defendant in an action

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4

- 1 collection proceedings authorized by subsection b. of this section.
- 2 e. (1) When a defendant sentenced to make restitution to a
- 3 public entity defaults in the payment thereof or of any
- 4 installment, the enforcement court may, in lieu of other
- 5 modifications of the sentence, order the defendant to perform
- 6 work in a work program established or designated by the public
- 7 entity.
- 8 (2) If a defendant ordered to participate in a work program
- 9 pursuant to this subsection fails to report for work or to perform
- 10 the assigned work, the enforcement court may revoke its work
- 11 order and impose any sentence consistent with the original
- 12 sentence.
- 13 (3) If a defendant ordered to participate in a work program
- 14 pursuant to this subsection pays all outstanding assessments, the
- 15 enforcement court may review its work order and modify same to
- 16 reflect the objective of the sentence.
- 17 (4) As used in this subsection: "Public entity" means the
- 18 State, any county, municipality, district, public authority, public
- 19 agency or any other political subdivision or public body in the
- 20 State. "Enforcement court" means the Superior Court, Law
- 21 Division, Enforcement Part.
- 22 (cf P.L.1991,c.329,s.11.)
- 23 10. There is hereby appropriated \$650,000.00 to the
- 24 Administrative Office of the Courts for the purpose of training
- 25 and hiring enforcement part hearing officers.
- 26 11. This act shall take effect immediately.

STATEMENT

31 In order to increase the collection of judicially imposed

32 financial penalties and to improve the enforcement of court

33 orders, this bill would authorize the Supreme Court to establish a

34 special enforcement court in each county. This court would be

35 staffed by hearing officers and would be responsible for the

36 collection of fines and other monetary penalties imposed in both

37 civil and criminal cases. The enforcement court would also be

38 responsible for monitoring compliance with court orders such as

39 those requiring defendants to make restitution or perform

40 community service.

41 In order to fund enforcement activities, 25% of all monies

42 collected through the enforcement court would be deposited in a

43 special fund. Monies in this fund would pay for operation of the

44 enforcement court. In addition, the bill would appropriate

ASSEMBLY APPROPRIATIONS COMMITTEE

STATEMENT TO

[SECOND REPRINT]

SENATE COMMITTEE SUBSTITUTE FOR

SENATE, No. 335**STATE OF NEW JERSEY**

DATED: AUGUST 15, 1994

The Assembly Appropriations Committee reports favorably Senate Bill No. 335 Scs (2R).

Senate Bill No. 335 Scs (2R) authorizes the Supreme Court to establish a statewide comprehensive enforcement court to increase the collection of judicially imposed financial penalties and to improve the enforcement of court orders. This court would be staffed by hearing officers and would be responsible for the collection of fines and other monetary penalties imposed in both civil and criminal cases. The enforcement court would also be responsible for monitoring compliance with court orders such as those requiring defendants to make restitution or perform community service. To fund enforcement activities, this bill provides that 25% of all monies collected through the enforcement court, except for restitution and Violent Crimes Compensation Board assessments, would be deposited in a special fund. Monies in the special fund would pay for operation of the enforcement court. The bill also appropriates \$550,000.00 to the Administrative Office of the Courts. This appropriation would be used to hire and train the hearing officers who would initially staff the enforcement court.

In addition to the establishment of the enforcement court, the bill authorizes each county to establish a labor assistance program under the supervision of its sheriff. These programs would provide supervised physical labor as a sentencing alternative to incarceration in a county facility. These programs would also serve as a sentencing option if an offender fails to meet court imposed financial penalties. In counties which do not establish labor assistance programs, a similar program to be known as enforced community service would be supervised by the probation division.

This bill is identical to Assembly Bill No. 1495 as amended by this committee.

FISCAL IMPACT:

This bill appropriates \$550,000 from the General Fund to the

Under the bill, the court may retain 25% of the amount of fines and penalties collected, except victim restitution and assessments by the Violent Crimes Compensation Board and certain municipal motor vehicle fines. This would result in the retention of \$550,000 in calendar year 1995. The Administrative Office of the Courts states that the appropriation in this bill and 25% of the first calendar year's collections will be sufficient to establish and operate the court for the first year. It is anticipated that the collections of the court after the first year will be sufficient to fund its operations without additional appropriations from the General Fund. No more than \$550,000 may be allocated annually from the special fund to fund the comprehensive enforcement court.

The Administrative Office of the Courts reports that no estimate of the revenues which might be generated by the new fees created in section 5 of the bill can be made at this time.

SENATE JUDICIARY COMMITTEE
STATEMENT TO
SENATE COMMITTEE SUBSTITUTE FOR
SENATE, No. 335
STATE OF NEW JERSEY

DATED: FEBRUARY 24, 1994

The Senate Judiciary Committee reports favorably a Senate Committee Substitute for Senate Bill No. 335.

In order to increase the collection of judicially imposed financial penalties and to improve the enforcement of court orders, this bill would authorize the Supreme Court to establish a statewide comprehensive enforcement court. This court would be staffed by hearing officers and would be responsible for the collection of fines and other monetary penalties imposed in both civil and criminal cases. The enforcement court would also be responsible for monitoring compliance with court orders such as those requiring defendants to make restitution or perform community service. In order to fund enforcement activities, this bill would provide that 25% of all monies collected through the enforcement court, except for restitution and Violent Crimes Compensation Board assessments, would be deposited in a special fund. Monies in this fund would pay for operation of the enforcement court. The bill would also appropriate \$550,000.00 to the Administrative Office of the Courts. This appropriation would be used to hire and train the hearing officers who would initially staff the enforcement court.

In addition to the establishment of the enforcement court, the bill would authorize counties to establish labor assistance program under the supervision of the sheriff. These programs would provide supervised physical labor as a sentencing alternative to incarceration in a county facility. These programs would also serve as a sentencing option if an offender fails to meet court imposed financial penalties. In counties which do not establish labor assistance programs, a similar program to be known as enforced community service would be supervised by the probation division.

SENATE BUDGET AND APPROPRIATIONS COMMITTEE

STATEMENT TO

SENATE COMMITTEE SUBSTITUTE FOR

SENATE, No. 335

with Senate committee amendments

STATE OF NEW JERSEY

DATED: MARCH 10, 1994

The Senate Budget and Appropriations Committee reports favorably Senate Bill No 335 (SCS), with committee amendments.

Senate Bill No. 335 (SCS), as amended, authorizes the Supreme Court to establish a special enforcement court in each county as a means of increasing the collection of judicially imposed monetary penalties and improving the enforcement of court orders. The court is to be staffed by hearing officers who would be responsible for collecting fines and other monetary penalties imposed in both civil and criminal cases and for monitoring compliance with court orders, such as those requiring defendants to make restitution or perform community service.

In order to fund the operations of the enforcement court, 25% of all monies collected by the enforcement court, except for victim restitution and assessments by the Violent Crimes Compensation Board, are to be deposited in a special fund for the operations of the court. In addition, the bill appropriates \$550,000 from the General Fund to the Administrative Office of the Courts for the hiring and training of seven hearing officers who will constitute the initial staff of the enforcement court.

The bill also creates new fees which are to be collected from persons ordered to participate in a labor assistance program or enforced community service program, two programs authorized by section 5 of the bill.

COMMITTEE AMENDMENTS

The committee amended the bill to clarify its wording and to specify that the appropriation in the bill is to be made from the General Fund.

FISCAL IMPACT

This bill appropriates \$550,000 from the General Fund to the Administrative Office of the Courts as start-up funds for the establishment of the comprehensive enforcement court.

Under the bill, the court may retain 25% of the amount of fines and penalties collected, except victim restitution and assessments by the Violent Crimes Compensation Board. This would result in the retention of \$550,000 in calendar year 1995. The Administrative Office of the Courts states that the appropriation in this bill and 25% of the first calendar year's collections will be sufficient to establish and operate the court for the first year. It is anticipated that the collections of the court after the first year will be sufficient to fund its operations without additional appropriations from the General Fund.

According to the Administrative Office of the Courts, an estimate of the revenues which may be generated by the new fees created in section 5 of the bill cannot be made at this time.

STATE OF NEW JERSEY
EXECUTIVE DEPARTMENT

November 10, 1994

SENATE COMMITTEE SUBSTITUTE FOR
SENATE BILL NO. 335
(SECOND REPRINT)

To the Senate:

Pursuant to Article V, Section I, Paragraph 14, of the New Jersey Constitution, I am returning Senate Committee Substitute for Senate Bill No. 335 (Second Reprint) with my recommendations for reconsideration.

A. Summary of Bill

This bill authorizes the Supreme Court to establish a comprehensive enforcement court to increase the collection of judicially imposed financial obligations and to improve the enforcement of court orders. This court would be staffed by hearing officers and would be responsible for collecting fines and other monetary penalties imposed in both civil and criminal cases. The enforcement court also would be responsible for monitoring compliance with court orders such as those requiring defendants to make restitution or perform community service.

In addition to establishing the comprehensive enforcement court, the bill authorizes each county to establish a labor assistance program or an enforced community service program. These programs would provide supervised physical labor as a sentencing alternative to incarceration and as a sentencing option if a defendant fails to meet court-imposed financial obligations.

Funding for the comprehensive enforcement court would come from two sources. The bill appropriates \$550,000 from the General Fund

STATE OF NEW JERSEY

EXECUTIVE DEPARTMENT

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B. Recommended Action

Through this bill, the Legislature has proposed a viable solution to a long-standing problem: uncollected court-imposed assessments and fines. In October 1993, the Governor's Management Review Commission reported that the State is owed in excess of \$160 million in criminal debt. As the number of fines increases and as State agencies find it increasingly difficult to keep pace with current collections, the amount of outstanding criminal debt grows larger.

Strengthening the State's collection efforts would send a strong message to criminals that they will be held accountable for the assessments and fines imposed against them. I noted the importance of such efforts in my Inaugural Address. The work programs established by this bill, and the other sentencing options for criminals who do not pay their debt, would also help to accomplish that goal.

At the same time, it is important to keep the administrative costs of collection to a minimum. This bill calls for an appropriation of \$550,000 for training and hiring hearing officers. I am deleting the \$550,000 appropriation because I have been advised that program expenses could be funded through an accounts receivable against the funds anticipated to be collected. I prefer this less-costly funding mechanism to protect New Jersey's taxpayers. With regard to the on-going operation of the enforcement program, I believe the amount of money deducted from collections for this purpose should be approved by the Director of the Division of Budget and Accounting. This oversight will ensure that the amount of money deducted for the program will be commensurate with its projected

STATE OF NEW JERSEY
EXECUTIVE DEPARTMENT

3

For these reasons, I herewith return Senate Committee Substitute for Senate Bill No. 335 (Second Reprint) and recommend that it be amended as follows:

Page 1, Title, Line 1: Delete "Court" and insert "Program"

Page 1, Title, Lines 2-3: Delete "and making an appropriation"

Page 1, Section 1, Line 9: Delete "Court" and insert "Program"

Page 1, Section 2, Line 29: Delete "court"

Page 1, Section 2, Line 33: Delete "court" and insert "program"

Page 1, Section 2, Line 39: Delete "court" and insert "program"

Page 2, Section 3, Line 3: Delete "Court" and insert "Program"

Page 2, Section 3, Line 7: Delete "court" and insert "program"

Page 2, Section 4, Line 11: After "a." delete "The" and insert "Subject to the approval of the Director of the Division of Budget and Accounting, the"

Page 2, Section 4, Line 13: Delete "court" and insert "program"

Page 2, Section 4, Line 16: Delete "Court" and insert "Program"

Page 2, Section 4, Line 17: Delete "court" and insert "program"

Page 2, Section 4, Line 22: Delete "Court" and insert "Program"

Page 2, Section 4, Line 24: Delete "Court" and insert "Program"

Page 2, Section 4, Line 25: Delete "court" and insert "program"

Page 2, Section 5, Line 30: Delete "court" and insert "program"

Page 2, Section 5, Line 40: Delete "court" and insert "program"

Page 2, Section 5, Line 46: Delete "Court" and insert "Program"

Page 3, Section 6, Line 8: Delete "court" and insert "program"

Page 3, Section 6, Line 12: Delete "court" and insert "program"

Page 3, Section 6, Line 14: Delete "court" and insert "program"

Page 3, Section 7, Line 27: Delete "court" and insert "program"

Page 3, Section 8, Line 35: Delete "court" and insert "hearing officer"

STATE OF NEW JERSEY
EXECUTIVE DEPARTMENT

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- Page 7, Section 11, Line 24: Delete "court" and insert "hearing officer"; delete "its" and insert "the"
- Page 7, Section 11, Line 28: Delete "court" and insert "hearing officer"
- Page 7, Section 11, Line 29: Delete "its" and insert "the"
- Page 7, Section 11, Line 32: Delete "court" and insert "program"; delete "court" and insert "program"
- Page 7, Section 11, Line 33: Delete "Court"; after "Enforcement" insert "Program"
- Page 7, Section 11, Line 38: Delete "Court"; after "Enforcement" insert "Program"
- Page 7, Sections 12-13, Lines 45-49: After "12." delete up to and including "13."

Respectfully,

/s/ Christine Todd Whitman

GOVERNOR

[seal]

Attest:

/s/ Peter Verniero

Chief Counsel to the Governor

ATTACHMENT "24"

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

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 "25"

List of Letters to Plaintiff Regarding Use of the CEP

**List of Letters to Plaintiff Regarding Use of the
Comprehensive Enforcement Program**

April 24, 2000
June 21, 2000
June 28, 2000
September 22, 2004
October 8, 2004
December 8, 2004
January 5, 2004
April 20, 2006
May 12, 2006
June 15, 2006
August 14, 2006
October 6, 2006
October 6, 2006 (02)
March 3, 2009
June 8, 2009
January 4, 2011
January 14, 2011
February 9, 2011
April 13, 2011
October 3, 2011
November 3, 2011
March 19, 2012
June 4, 2013
October 3, 2013
June 3, 2014
July 1, 2014
October 3, 2014
November 5, 2014
January 9, 2015
March 6, 2015
March 30, 2015
June 5, 2015
July 2, 2015
August 18, 2015
February 4, 2016
March 4, 2016
April 26, 2016
May 12, 2016
May 12, 2016 (2)
October 19, 2016
November 17, 2016
January 17, 2017

ATTACHMENT "26"

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

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

TRUSTEES

LISA J. RODRIGUEZ, CHAIR
GERARD P. DEVEAUX, VICE CHAIR
ALAN L. WILLIAMS, TREASURER
JAMES R. BEATTIE
JOSEPH SEVERINO
KATHERINE D. HARTMAN
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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

DIRECTOR & COUNSEL
DANIEL R. HENDE

DEPUTY DIRECTOR
EDWARD T. EHLE

SENIOR COUNSEL
MICHAEL T. MCCORMICK

DEPUTY COUNSEL
RUBY D. COCHRAN

855-533-FUND (3863)
FAX: (609) 394-3637

WWW.NJCOURTS.COM/CPF

October 3, 2014

VIA FIRST CLASS AND CERTIFIED MAIL, R.R.R.

Mr. Kenneth F. Irek
P.O. Box 280222
Northridge, CA 91328-0222

Mr. Kenneth F. Irek
9800 D. Topanga Cyn Blvd.
Chatsworth, CA 91311

Re: **New Jersey Lawyers' Fund for Client Protection v. Kenneth F. Irek**
Docket/Judgment No. MER-L-0005664-94; J-082161-95; Our File CPF-520

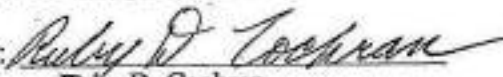
Dear Mr. Irek:

Our review of your account indicates that you are delinquent in making payments on the repayment plan to which you consented under the Comprehensive Enforcement Program (CEP). The payments in arrears as of October 3, 2014 are set forth on the enclosed Notice of Delinquency. I have calculated the deficiency by comparing payments due versus payments received since you entered the 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 by reference to your prior subpoena. **The Information Subpoena must be returned before we can excuse you from the Hearing even if a payment has already been made and you have cured your arrearages.**

NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION

By: 
Ruby D. Cochran
Deputy Counsel

RDC:sjb

**SUPERIOR COURT OF NEW JERSEY
COMPREHENSIVE ENFORCEMENT PROGRAM
NOTICE OF DELINQUENCY**

October 3, 2014.
Cmpt./Acc./Dkt. MER-L-0005664-94
Judgment # J-082161-95
Financial Account # CPF-520

Kenneth F. Irek
P.O. Box 280222
Northridge, CA 91328

Kenneth F. Irek
9800 D. Topanga Cyn Blvd
#26
Chatsworth, CA 91311

Last Payment:	\$125.00
Last Payment Date	7/17/2014
Total Owed in Arrears	4/10/12 - 9/30/14 = \$100.00

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

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

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

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

PLEASE NOTIFY OF DISABILITY/INTERPRETER ACCOMMODATION NEEDS

**IMPORTANT NOTICE
PLEASE READ CAREFULLY**

New Jersey Lawyers Fund for Client Protection
Richard J. Hughes Justice Complex
25 West Market Street, P. O. Box 961
Trenton, NJ 08625-0961
Ruby D. Cochran, Deputy Counsel
Attorney I.D. No. 017151998
(609) 815-3043

NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION	:	SUPERIOR COURT OF NEW JERSEY LAW DIVISION-CIVIL PART MERCER COUNTY
	:	
PLAINTIFF,	:	DOCKET NO. :MER-L-0005664-94
	:	JUDGMENT NO.: J-082161-95
v.	:	CIVIL ACTION
	:	CPF-520
KENNETH F. IREK	:	
	:	INFORMATION SUBPOENA
DEFENDANT	:	

THE STATE OF NEW JERSEY TO:	Mr. Kenneth F. Irek P.O. Box 280222 Northridge, CA 91328-0222	Mr. Kenneth F. Irek 9800 D Topanga Cyn Blvd. Chatsworth, CA 91311
-----------------------------	---	---

Judgment was entered against you in the Superior Court of New Jersey on March 22, 1995 in the amount of \$5,000.00, plus any applicable interest and costs, and the lien was recorded in the amount of \$5,000.00 on March 31, 1995 under the docket number(s) referenced above. The amount of \$4,100.00 remains due and outstanding, plus any applicable interest and costs.

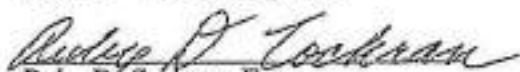
Attached to this Information Subpoena is a list of 17 questions that court rules require you to answer within 14 days from the date you receive this subpoena. If you do not answer the attached questions within the time required, the opposing party may ask the court to conduct a hearing in order to determine if you should be held in contempt. You will be compelled to appear at the hearing and explain your reasons for your failure to answer.

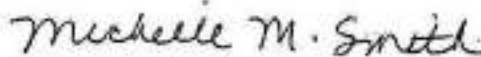
If this judgment has resulted from a default you may have the right to have this default judgment vacated by making an appropriate motion to the court. Contact any attorney or the clerk of the court for information on making such a motion. Even if you dispute the judgment you must answer all 17 of the

attached questions.

You must answer each question giving complete answers, attaching additional pages if necessary. False or misleading answers may subject you to punishment by the court. However, you need not provide information concerning the income and assets of others living in your household unless you have a financial interest in the assets or income. Be sure to sign and date your answers and return them to the address in the upper left hand corner within 14 days.

Dated: October 3, 2014.


 Ruby D. Cochran, Esq.
 New Jersey Lawyers' Fund for
 Client Protection


 Michelle M. Smith, Clerk
 Superior Court of New Jersey

VIA FIRST CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

1. Full name _____
2. Address _____

3. Birthdate _____
4. Social Security # _____
5. Driver's license # and expiration date _____

6. Telephone # _____
7. Full name and address of your employer _____

 (a) Your weekly salary: Gross _____ Net _____
 (b) If not presently employed, name and address of last employer.

8. Is there currently a wage execution on your salary?
 Yes _____ No _____
9. List the names, addresses and account numbers of all bank accounts on which your name appears.

10. If you receive money from any of the following sources, list amount, how often and the name and address of the source:

ATTACHMENT "27"

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

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

TRUSTEES

LISA J. RODRIGUEZ, CHAIR
GERARD P. DEVEAUX, VICE CHAIR
ALAN L. WILLIAMS, TREASURER
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STREET ADDRESS:
25 WEST MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, N.J. 08625

WWW.NJCOURTS.COM/CPF

November 5, 2014

VIA FIRST CLASS AND CERTIFIED MAIL - R.R.R.

Mr. Kenneth F. Irek
P.O. Box 280222
Northridge, CA 91328-0222

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-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 obligation 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: 
Ruby D. Cochran
Deputy Counsel

Enclosure

SUPERIOR COURT OF NEW JERSEY
 COMPREHENSIVE ENFORCEMENT PROGRAM
 P. O. BOX 987
 TRENTON, NJ 08625

NEW JERSEY LAWYERS' FUND FOR CLIENT
 PROTECTION,

PLAINTIFF,

v.

Kenneth F. Irek 9800 D Topanga Cyn Blvd. #26
 P.O. Box 280222 Chatsworth, CA 91311
 Northridge, CA 91328-0222

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION, MERCER COUNTY

Case Number CPF-520
 Ind./Acc./Dkt. # J-082161-95
 Complaint #MER-L-0005664-94

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 total 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 a 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,

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

PLEASE NOTIFY COURT OF DISABILITY/INTERPRETER ACCOMMODATION NEEDS



NEW JERSEY LAWYERS' FUND
FOR CLIENT PROTECTION
PO BOX 961
TRENTON, NJ 08625-0961

RECEIVED ON

RECEIVED - 3 11 20

NEW JERSEY LAWYERS' FUND
FOR CLIENT PROTECTION

NEW JERSEY LAWYERS' FUND
RECEIVED ON

DEC - 1 2014

NEW JERSEY LAWYERS' FUND
FOR CLIENT PROTECTION



ZIP 06828 \$ 000.48⁰
02 17
000 1389429 NOV. 06. 2014

Mr. Kenneth F. Irek
P.O. Box 280222
Northridge, CA 91329-0222

917 DE 1009 0011/23/14

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

ISC: 08625096161 *9451-04818-06-36

91 3333333333 2501

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

NEW JERSEY LAWYERS' FUND
FOR
CLIENT PROTECTION

TRUSTEES

LISA J. RODRIGUEZ, CHAIR
GERARD P. DEVEAUX, VICE CHAIR
ALAN L. WILLIAMS, TREASURER
JAMES R. BEATTIE
JOSEPH SEVERINO
KATHERINE D. HARTMAN
RAYMOND S. LONDA



DIRECTOR & COUNSEL
DANIEL R. HENDS

DEPUTY DIRECTOR
EDWARD T. EHLE

SENIOR COUNSEL
MICHAEL T. MCCORMICK

ASSISTANT TREASURER
SHELLEY R. WEBSTER

DEPUTY COUNSEL
RUBY D. COCHRAN

STREET ADDRESS:
25 WEST MARKET STREET
5TH FLOOR, NORTH WING
TRENTON, NJ 08625

RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 961
TRENTON, NJ 08625-0961

855-533-FUND (3863)
FAX: (609) 394-3637

WWW.NJCOURTS.COM/CPF

January 9, 2015

Mr. Kenneth F. Irek
P.O. Box 280222
Northridge, CA 91328-0222

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-0005664-94; 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 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 request for a Bench Warrant for your arrest to the proper authorities. You will then only be released from incarceration upon the payment of \$ 150.00.

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.

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.c.

COMPREHENSIVE ENFORCEMENT PROGRAM

Superior Court of New Jersey
County of Mercer Civil Division



DEC - 5 2014

JUDGMENT AND
CONSENT ORDER

NEW JERSEY LAWYERS' FUND FOR CLIENT PROTECTION vs	Social Security # xxx-xx-8428
	CPF-520
KENNETH F. IREK	Docket/Indictment/Accusation # MER-L-5664-94
Hearing Date: DECEMBER 5, 2014	Judgment #: J-082161-95
This matter has been opened to the Comprehensive Enforcement Program by the New Jersey Lawyers' Fund for Client Protection for an Order	
Service upon which this order is based: <u>PO BOX 280 220 RET - REG MAIL</u>	
<input checked="" type="checkbox"/> Certified Mail - <input checked="" type="checkbox"/> Signed by <u>ALZAS</u> <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 \$ 4,100.00 payable at \$ _____ per month effective / / .

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 type="checkbox"/> JUDGMENT WILL BE ENTERED this _____ day of _____ 2014 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 <u> </u> / <u> </u> / <u> </u> .
<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: <u> </u> / <u> </u> / <u> </u> .
<input type="checkbox"/> OTHER _____

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 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.

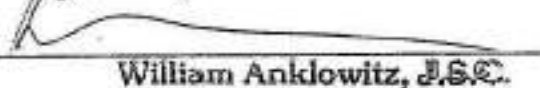
Signature: _____


LISA LYNCH, ESQ.

SO ORDERED by the Court:

Name: _____

Signature: _____

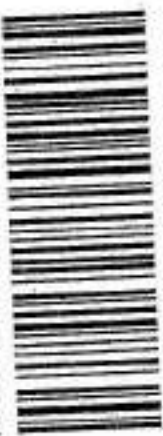

William Anklowitz, J.S.C.

Date: 11/5/19

PLEASE NOTIFY COURT OF DISABILITY ACCOMMODATION NEEDS



NEW JERSEY LAWYERS' FUND
FOR CLIENT PROTECTION
PO BOX 961
TRENTON, NJ 08625-0961



7011 1570 0003 3729 1542



U.S. POSTAGE PITNEY BOWES
ZIP 08628 \$ 006.48⁰
02 10
0001389429 JAN 13 2015

Handwritten initials

FEB 03 2015

NEW JERSEY LAWYERS' FUND
FOR CLIENT PROTECTION

Mr. Kenneth F. Irek
P.O. box 280222
Northridge, CA 91328-0222

917 FE 1009 0001/27/15

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

EC: 88525095161 *0451-09098-13-40

913280862508961

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

**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

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

DIRECTOR & COUNSEL
DANIEL R. HENDI

DEPUTY DIRECTOR
EDWARD T. EHLE

SENIOR COUNSEL
MICHAEL T. MCCORMICK

DEPUTY COUNSEL
RUBY D. COCHRAN

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

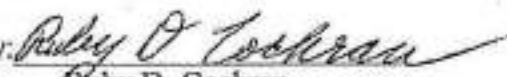
Dear Mr. Irek:

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
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

CPF-520

CIVIL ACTION

BENCH WARRANT

CLERK OF SUPERIOR COURT
SUPERIOR COURT OF N.J.
MERCER COUNTY
RECEIVED AND FILED

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

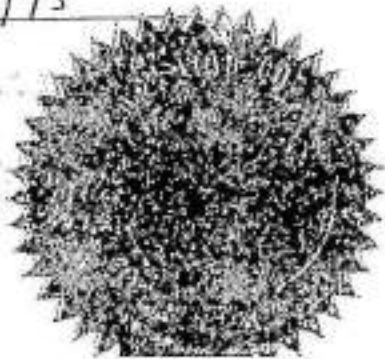
WHEREAS, by a certain Order made in the Superior Court of New Jersey, Law Division, Civil Part on the 5th day of December, 2014, it was Ordered that a Warrant be issued for the arrest of KENNETH F. IREK because of his failure to appear pursuant to a Summons to Appear for Contempt of Court Hearing served 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 Ankowitz, 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



RECEIVED
MAR 23 2015
PAC

ATTACHMENT “30”

District IX Ethics Committee Hearing Panel Report Recommending Public Discipline

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
DOCKET NO. IX-91-4E

OFFICE OF ATTORNEY ETHICS,
Complainant,
v.
KENNETH IREK,
Respondent.

HEARING PANEL REPORT
RECOMMENDING PUBLIC
DISCIPLINE

TO THE HONORABLE CHAIR AND MEMBERS OF THE DISCIPLINARY
REVIEW BOARD:

The District IX Ethics Committee Hearing Panel
respectfully shows:

I. PROCEDURAL HISTORY

1. Respondent, KENNETH F. IREK, EQ., was admitted to the Bar of this State in 1981, and his last known office where he was engaged in the practice of law was 41 Highway # 34, P.O. Box 161, Colts Neck, New Jersey, 07722.
2. A formal complaint was filed with the District IX Ethics Committee and attempts were made to serve the respondent by ordinary and certified mail. Service was finally made by publication in the Asbury Park Press on two dates, June 19 and June 21, 1992. (Exhibit P-4).

3. Respondent did not file an Answer nor did he appear at the hearing.

4. A formal hearing was held before this Panel consisting of Richard M. Keil, Esq., Chair; James Moody, Esq., and Robert Flanagan, public member, on the foregoing charges on July 29, 1992. The complaint was prosecuted by Robert Gaughran, Esq. The prosecutor's exhibits marked P-1 through P-4 were received in evidence and are submitted herewith.

II SYNOPSIS OF ALLEGATIONS

5. The formal complaint charged the respondent with the following allegations of unethical conduct:

The respondent, KENNETH IREK, on behalf of Kirex Development Company and as the attorney for Irex Development Company, of which he was the President, negotiated a real estate contract with the Grievants. He engaged in conduct which constituted dishonesty, fraud, deceit and misrepresentation by failing to safeguard the \$5,000.00 deposit, which was to have been held in the trust account of his development company, and by misappropriating the deposit belonging to the Grievants.

III FINDINGS OF FACT AND CONCLUSIONS

6. Marked in evidence as P-1 was the contract for sale of real estate dated May 23, 1990, P-2 a photocopy of the grievants' \$5,000.00 check, front and back, dated May 29, 1990, and P-3 the original check itself.

7. During the last week of May 1990 the grievants entered into a contract for the purchase of a construction lot in Jackson, New Jersey, from the respondent's company, Kirex Development Company. On May 29, 1990 the grievants gave a \$5,000.00 check payable to Kirex Development Company to the respondent's agent. The check was endorsed in ink, Kirex Development Co. As the grievants had previously purchased real property on two occasions, they inquired of their attorney why the money was not being deposited into an attorney's trust account. They were advised that Kirex Development Company was owned by an attorney. The contract specifically stated that all deposit monies would be held in trust by Kirex Development Co. until closing. The contract was signed by "Kirex Development Co. Inc. by Kenneth Irek, President, attest: Kenneth Irek, Secretary."

8. The grievants proceeded through their attorney in doing all necessary preparatory work in anticipation of the closing on the building lot, including ordering all title

work. After entering into the contract the respondent disappeared, his company Kirex Development Company never fulfilled its obligations under the contract, and the grievants have demanded repeatedly the return of the \$5,000.00 deposit, which has never been returned by the respondent or his company.

9. The panel finds that the grievants testimony was credible in every detail. The panel finds respondent guilty of Count One in that he received money in a fiduciary capacity with the money placed in trust and failed to safeguard it and return it. Count Two is dismissed as there was no testimony elicited with regard to it. In this instance it would require testimony from the respondent to prove it and he failed to answer the complaint or appear. The panel finds defendant guilty of Count Three, a violation of R.P.C. 8.4 (c) because he accepted the money, misrepresented that it would be placed in trust and held until closing and he then absconded with the funds. His actions constituted misrepresentation, deceit, dishonesty and fraud upon Mr. and Mrs. Szatmary.

IV DETERMINATION

10. The Committee has carefully considered and carefully reviewed the testimony and evidence and has concluded that the respondent's conduct was clearly unethical in violation of R.P.C. 1.15(b), and R.P.C. 8.4(c) for the reasons set forth above.

11. As a result, the panel recommends public discipline.

Dated:

8/5/12

DISTRICT IX ETHICS COMMITTEE

By Richard M. Keil
RICHARD M. KEIL, ESQ.
Chair

ATTACHMENT "31"

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

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

TRUSTEES

DEBORAH A. ROSE, CHAIR
SUPTI BHATTACHARYA, VICE CHAIR
JOSEPH SILVERINO, TREASURER
STUART J. LIEBERMAN
CARMEN CORYES-SYKES
WILLIAM TRIMMER
JOHN M. KEATING

ASSISTANT TREASURER

<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

www.njcourts.com/cpf

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

October 30, 2020

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-5664-94; Judgment No. J-082161-95
Our File No.: CPF-520

Dear Mr. Irek:

On September 30, the Fund received your fifth Records Request Form. Your cover letter requested the "total balance purportedly owed by Kenneth F. Irek, up to and including October 31, 2020." As there has been no activity in this account since May 2017, the balance in the account as of today remains \$2,500.

Your fifth Records Request Form requested "records related to the \$2,500 balance..." As there has been no other activity on this account, other than responses to your requests for records, to which we first responded in November 2017, I have no additional material available to provide to you at this time. The documents that were previously provided were documents subject to disclosure under the Rules governing the Fund.

Some of the previously provided documents which established the debt to the NJ Lawyers' Fund include:

- 1) Our letter to you dated April 18, 1991 with a copy of the claim received by the Fund from Mr. and Mrs. Szatmary;
- 2) A supplemental letter from Cathleen Szatmary to the Fund dated April 15, 1991;
- 3) A letter from the Disciplinary Review Board (DRB) dated February 3, 1993 which you were copied on, with the Decision and Recommendation of the DRB decided December 28, 1992,

Kenneth Irek
October 30, 2020
Page -2-

- and the Transcript of the hearing before the District IX Ethics committee dated July 29, 1992;
- 4) The NJ Supreme Court Order of disbarment filed on May 13, 1993;
 - 5) Our letter to you dated May 14, 1993 advising that the Fund Trustees now had jurisdiction, and would consider the claim filed against, and requesting your response to the claim;
 - 6) The Release, Assignment and Subrogation Agreement signed by Mr. and Mrs. Szatmary in favor of the Fund on November 26, 1993;
 - 7) Our letter to you dated January 3, 1995, with the Summons and Complaint re: Docket No. MER-L-005664
 - 8) Our letter to the Mercer County Clerk's Office dated March 1, 1995, requesting entry of default judgment with supporting documentation re: Docket No. MER-L-005664;
 - 9) Default Judgment J-082161-95, entered on March 22, 1995, and recorded as a lien on March 31, 1995.

For your convenience, I have enclosed a copy of the ledger page which reflects the payment of the claim against you, and also records each of the payments the NJ Lawyers' Fund has received from you or on your behalf and which were credited to this account.

NEW JERSEY LAWYERS' FUND FOR
CLIENT PROTECTION

Ruby D. Lockman on behalf of
By: *Daniel R. Hendi*
Daniel R. Hendi, Director & Counsel

DRH:dc

CC: without attachments
The Honorable Stuart Rabner, Chief Justice, NJ Supreme Court
Michelle M. Smith, Clerk of the NJ Supreme Court
Daniel R. Hendi, Director & Counsel, NJ Lawyers' Fund for Client Protection
Michael T. McCormick, Deputy Director, NJ Lawyers' Fund for Client Protection
Joseph Severino, Treasurer, NJ Lawyers' Fund for Client Protection

ACCOUNT NO. **CPF-520**

NAME **Kenneth F. Grek**
 ADDRESS

SHEET NO. _____
 CREDIT LIMIT _____
 TERMS _____

DATE	ITEMS	DEBITS	CREDITS	BALANCE
1992				
Oct. 20	Statement 50011-93 #6988	5,000.00		
		3,000.00		
2011				
Nov 3	CPF520 Kenneth Grek		75.00	4925.00
Dec 12	CPF520 Kenneth Grek		75.00	4850.00
2013			150.00	
Jan 13	CPF520 Kenneth Grek		100.00	4750.00
Jan 25	CPF520 Kenneth Grek		250.00	4500.00
May 31	CPF520 Kenneth Grek		50.00	4700.00
July 19	CPF520 Kenneth Grek		325.00	4375.00
Aug 14	CPF520 Kenneth Grek		100.00	4275.00
2013			425.00	4575.00
			250.00	4500.00
			500.00	
2014				
Jan 28	CPF520 Kenneth Grek		75.00	4425.00
Feb 17	CPF520 Kenneth Grek		575.00	4300.00
Mar 30	CPF520 Kenneth Grek		125.00	4275.00
2014			900.00	
July 17	CPF520 Kenneth Grek		125.00	4100.00
2016				
Mar 30	CPF520 Kenneth Grek & M.C.		700.00	3900.00
July 19	CPF520 Kenneth Grek		1,000.00	3825.00
Nov 3	CPF520 Kenneth Grek		275.00	3550.00
			1450.00	

Cont'd next page...

SHEET NO. _____
 RATING _____
 CREDIT LIMIT _____
 TERMS _____

ACCOUNT NO. CPF520
 NAME Kenneth F. Duke
 ADDRESS _____
 RATING _____
 CREDIT LIMIT _____
 TERMS _____

DATE	ITEMS	DEBITS	CREDITS	BALANCE	DATE	ITEMS	DEBITS	CREDITS	BALANCE
Apr 27	CPF520 Kenneth Duke		5500.00	3550.00	1992				523
May 26	CPF520 Kenneth Duke		2000.00	3000.00	Mar 18				523
			500.00	2500.00	1994				
			500.00		Apr 27				523:5-
			500.00		Jul 24				523:3-
					Mar 24				523:10-
					Apr 21				523:13-
					May 19				523:5-
					May 19				523:11-
					May 19				523:12
									M
					July 28				523:9-9
					" "				523:14-9
					Aug 12				523:15-
					Oct 26				523:17-
					" "				523:18-
					" "				523:19-
					Nov 17				523:16
					1995				
					Mar 23				523:22
					Jan 1				CPF52
					1996				
					Dec 20				523:23