

>> GOOD MORNING, YOUR HONORS.
MY NAME IS DAVID BOGENSCHUTZ,
AND I REPRESENT THE RESPONDENT
WHO IS TAKING REVIEW IN THIS
CASE OF A DISBARMENT ORDER
REPRESENTED BY JUDGE COX AS
REFEREE IN THIS CAUSE.

IN ORDER TO PLACE THIS IN SOME
PERSPECTIVE, I THINK THE COURT
NEEDS TO KNOW THIS OR AT LEAST
THESE FACTS.

THIS MATTER OCCURRED AND FACTS
WERE TAKEN AT AN EMERGENCY
SUSPENSION HEARING.

BOTH THE BAR AND MYSELF AGREED
THAT THOSE FACTS, BECAUSE THEY
INVOLVED THE SAME WITNESSES,
WOULD BE HELD OVER, AND WE WOULD
USE THOSE FACTS TO DETERMINE THE
FINAL HEARING AS TO WHETHER OR
NOT THE REFEREE WAS GOING TO
ORDER SOME TYPE OF DISCIPLINE
WITH RESPECT TO THE FACT THAT
MR. FRAZIER TESTIFIED A SECOND
TIME.

THE BAR'S POSITION WAS THAT
BECAUSE THERE HAD BEEN A CHECK
THAT HAD BEEN NEGOTIATED WITHOUT
THE CONSENT OR KNOWLEDGE OF AN
INDIVIDUAL WHO HAD PURCHASED
WITH HER SISTER A CONDOMINIUM IN
A PLACE CALLED PROMENADE DURAL
AND EVENTUALLY DECIDED NOT TO GO
THROUGH WITH IT, GOT THE CHECK
BACK.

THE CHECK WAS NEGOTIATED OR AT
LEAST WAS WRITTEN TO HER AND
SUDDENLY SHOWED UP IN MR. NATHAN
KALLICHMAN'S HANDS AS THE
ATTORNEY WHO WAS FROM
MR. FRAZIER'S OFFICE.

NOW, THE FACTS OF THE CASE AND
THE TESTIMONY THAT WAS RECEIVED
IN THIS CASE WAS THAT
MR. KALLICHMAN, WHO HAD MILLIONS
OF DOLLARS IN MR. FRAZIER'S
ACCOUNT, WOULD BRING IN -- AND
THE REFEREE FOUND THIS -- MAYBE
AS MANY AS TEN CHECKS A WEEK TO
PUT IN HIS ACCOUNT, TO DEPOSIT

TO HIS VARIOUS ACCOUNTS TO GET MONEY BACK IN CERTAIN SITUATIONS.

IN FACT, HE REQUESTED IT. AND ON THIS OCCASION THE CHECK HAD BEEN WRITTEN IN DECEMBER. HE SHOWS UP IN MR. FRAZIER'S OFFICE WITH SEVERAL CHECKS INCLUDING THIS CHECK.

MR. FRAZIER HAD NO KNOWLEDGE AND TESTIFIED AT A LATER TIME DIDN'T REMEMBER IT, MEANT NOTHING TO HIM AT THE TIME BECAUSE THIS WAS SOMETHING THAT HAD BEEN DONE CONSISTENTLY.

HE WOULD COME IN, HE WOULD GIVE CHECKS TO HIM, HE WOULD DEPOSIT THEM.

THIS PARTICULAR CHECK WAS A THREE-PARTY CHECK.

THE INTERESTING THING ABOUT THIS CHECK WAS THAT THE MERE FACE OF IT SHOULD AND PROBABLY DIDN'T RAISE ANY RED FLAGS BECAUSE MR. FRAZIER KNEW A GENTLEMAN WHO WAS ACTUALLY ONE OF THE DEVELOPERS OF THIS CONDOMINIUM PROCESS, THAT HE KNEW THEY HAD HAD INSTANCES IN THE PAST WHERE THEY'D LOANED EACH OTHER MONEY. THAT HE KNEW THE LAW FIRM THAT WAS ALSO ON THE CHECK ALTHOUGH MR. FRAZIER INDICATED HE DIDN'T PAY ANY ATTENTION TO IT, BUT IF HE HAD, HE WOULD HAVE SEEN ALL OF THE APPROPRIATE PEOPLE --

>> WHO WAS -- THE CHECK WAS MADE OUT TO SOMEONE OTHER THAN THE PERSON WHO SIGNED THE BACK OF THE CHECK, CORRECT?

>> THE CHECK WAS MADE OUT TO A LADY NAMED ALICE, ALICIA -- I THINK HER NAME WAS PERDOW.

>> AND HAD SHE ENDORSED THE BACK OF THE CHECK?

>> SHE DID NOT.

THE BACK OF THE CHECK WAS ENDORSED --

>> YOU DON'T THINK THAT THAT IS -- I'M SAYING THAT SHOULD

CAUSE A RED FLAG TO THE PERSON THAT THE CHECK WAS MADE OUT TO HAD NOT ENDORSED IT, AND YET NOW IT'S IN SOMEBODY ELSE'S HANDS? THEY'RE ASKING YOU TO GIVE YOU THE MONEY FROM THAT CHECK?

>> MR. KALLICHMAN -- THE SHORT ANSWER IS IN THIS CASE I DON'T BELIEVE THAT IT DID.

I BELIEVE THE BACK OF THE CHECK WITH THE SCRIBBLING THAT'S ON IT, NOBODY COULD IDENTIFY WHO ENDORSED IT.

>> COULD I ASK JUST ONE QUESTION?

MAYBE I'M NAIVE, BUT FOR OVER 30 YEARS PRACTICING LAW NEVER PUT A TRUST ACCOUNT CHECK, MY TRUST ACCOUNT I DIDN'T KNOW WHERE IT WAS GOING.

I JUST DIDN'T WILLY-NILLY JUST PUT CHECKS IN.

IS THAT PERMISSIBLE?

DO WE LET LAWYERS, YOU KNOW, SOME GUY COME WALKING IN, HE'S GOT A WHOLE FISTFUL OF CHECKS AND WE DON'T HAVE A PAGE, SOME KIND OF AN ACCOUNTING SHEET FOR EACH ONE ATTACHING IT TO A FILE?

I WAS UNDER THE IMPRESSION YOU CAN'T JUST THROW MONEY INTO A TRUST ACCOUNT WITHOUT A MATTER IN YOUR OFFICE WITH A TRUST ACCOUNT.

AM I MISSING SOMETHING, OR --

>> WELL, MR. KALLICHMAN HAD MULTIPLE MATTERS --

>> OH, I DIDN'T ASK ABOUT MULTIPLE.

ONE TO ATTACH TO THIS SPECIFIC TRANSACTION WITH SOME ACCOUNTING SHEET.

>> THIS WAS NO PARTICULAR ACCOUNTING SHEET.

>> THAT'S WHAT I'M ASKING.

ISN'T THAT REQUIRED FOR US AS LAWYERS, THAT IF WE'RE GOING TO PUT CHECKS IN OUR ACCOUNT -- I COULD BE THE BEST CLIENT IN THE WORLD.

THEY COME IN AND GIVE ME A CHECK, IF I DON'T HAVE A FILE, A MATTER OR SOMETHING IN WHICH TO POST IT TO, I'M IN VIOLATION, AREN'T I?

>> WELL, BUT IN THIS PARTICULAR CASE, YOUR HONOR, WHAT HAPPENS AND WHAT THE TESTIMONY IS THAT HAPPENS IS WHEN HE BROUGHT THE CHECK IN, HE BELIEVED IT WAS HIS MONEY.

HE DIDN'T HAVE ANY IDEA WHETHER HE TOLD ANYTHING TO MR. FRAZIER OR NOT.

BUT FRAZIER HAD TAKEN THAT CHECK AND PUT IT IN ONE OF THE FILES FOR KALLICHMAN'S ACCOUNT, ONE OF THE FILES --

>> I MEAN, IT'S GOT TO HAVE A FILE ATTACHED WITH THE CHECK.

>> IT DID NOT.

>> THAT'S WHAT I'M SAYING.

>> WHY WOULDN'T HE BRING IT TO -- I MEAN, WHAT'S ASTOUNDING, AND I CONCUR WITH WHAT JUSTICE LEWIS IS SAYING, IS THAT NORMALLY YOU THINK WHEN YOU, AN INDIVIDUAL GETS A CHECK, YOU DEPOSIT IT IN YOUR BANK BECAUSE IT'S A BANK ACCOUNT, A TRUST ACCOUNT IS NOT MEANT TO BE A -- WHAT APPEARS WAS HAPPENING HERE, IS A WANDERING ACCOUNT OF PUT IT IN AND THIS SAME DAY NOT KNOWING IF THE CHECK CLEARS.

YOU WRITE A CHECK THAT LOOKS GOOD TO YOUR CLIENT.

SO THE QUESTION IS, IS THIS AT LEAST HIGHLY IRREGULAR, OR ARE YOU SAYING THIS IS JUST STANDARD THE WAY LAWYERS DO THINGS THESE DAYS?

>> I WOULD HESITATE TO SAY THAT IT'S STANDARD IN THE WAY LAWYERS DO THINGS THESE DAYS, JUDGE.

HOWEVER, IN MR. FRAZIER'S PRACTICE THE WAY HE DEALT WITH MR. KALLICHMAN OVER THE YEARS IN THE HUNDRED OR SO FILES HE HAD THE MONIES WOULD COME IN ON

VARIOUS INVESTMENTS, AND THEY WOULD BE PUT INTO ONE OR THE OTHER OF THE HUNDRED FILES HE HAD.

>> WELL, AGAIN, PUTTING IT INTO -- AND HERE'S THE QUESTION. I DON'T KNOW WHAT THESE HUNDREDS OF OTHER TRANSACTIONS ARE AND WHERE THEY WERE GOING, BUT AS JUSTICE LEWIS IS ASKING YOU, IF SOMEONE JUST COMES IN WITH A CHECK AND YOU, THE ATTORNEY, HAVE NOTHING TO DO WITH THAT TRANSACTION, HOW DOES IT GO INTO YOUR TRUST ACCOUNT?

>> MR. FRAZIER DETERMINED THAT IT WENT INTO THE TRUST ACCOUNT BECAUSE THEY WERE FUNDS THAT WERE OWNED, HE BELIEVED, THEY WERE OWNED BY MR. KALLICHMAN, AND THEY WERE PLACED IN A FILE IN THE TRUST ACCOUNT.

GRANTED, IT'S NOT THE MOST APPROPRIATE WAY TO DEAL WITH YOUR TRUST ACCOUNT ON --

>> IT'S LIKE BEING AN UNLICENSED BANK.

>> WELL, VERY CLOSE, JUDGE. VERY, VERY CLOSE.

BUT IN THIS PARTICULAR CASE WHEN THEY WENT ON TO TESTIFY, THE EVIDENCE CAME OUT THAT MR. KALLICHMAN HAD CONSISTENTLY DONE THAT BECAUSE HE CHOSE TO DO IT ON ALL CASES.

HE DIDN'T GO TO -- THE QUESTION WAS ACTUALLY --

>> BUT, AGAIN, THAT DOESN'T -- I APPRECIATE THAT, BUT YOU CAN KILL A HUNDRED PEOPLE.

THAT DOESN'T MAKE IT RIGHT. JUST BECAUSE THAT'S THE WAY THEY DO IT.

THAT'S WHAT I'M TRYING TO UNDERSTAND IF IT'S LEGITIMATE AND LEGAL, THEN, BY GOLLY, I WANT TO RULE IN FAVOR OF YOUR CLIENT.

BUT IF IT'S NOT, WE HAVE TO, I MEAN, THERE'S PRETTY -- TO ME,

THIS JUST GOES TO THE ESSENCE OF
WHAT A TRUST ACCOUNT IS ABOUT
AND TRUST ACCOUNT ACCOUNTING.
AND IF I'M WRONG, I WANT TO
WRITE AN OPINION THAT SAYS
YOU'RE RIGHT, BY GOLLY.

>> JUDGE, I HONESTLY DON'T THINK
THAT IT'S APPROPRIATE.

>> OKAY.

>> HOWEVER --

>> THANK YOU FOR YOUR CANDOR.
I WAS WONDERING WHETHER WE'D
EVER GET TO THAT POINT.

>> I'M SORRY IT TOOK ME SO LONG.

>> WELL, THAT'S ALL RIGHT.
I APPRECIATE IT.

>> IS THERE ANY RECORD OR
EVIDENCE --

[INAUDIBLE]

>> MR. BERDUGO'S DEAD.
HE WAS DEAD AT THE TIME.
THE ONLY TESTIMONY IN EVIDENCE
THAT CAME IN WAS BERDUGO GAVE IT
TO KALLICHMAN FOR A DEBT HE SAID
WAS OWED TO HIM --

>> BUT --

[INAUDIBLE]

>> HE IS THE DEVELOPER FOR
PROMENADE DURAL.

>> OH, I SEE.

>> THAT'S WHERE THE CHECK CAME
FROM.

THAT'S HOW IT WAS ACTUALLY
LISTED, AND THAT'S HOW IT WAS
ACTUALLY WRITTEN UP, JUDGE.

>> AND IT NEVER GOT TO -- I
MEAN, THE PERSON THAT THE CHECK
WAS MADE OUT TO NEVER HAD THE
CHECK IN THEIR POSSESSION --

>> TO OUR KNOWLEDGE.

>> AND SO THIS PERSON WHO WAS
NOT EVEN MR. FRAZIER'S CLIENT
AT -- HAD THE CHECK, GAVE IT TO
MR. FRAZIER'S CLIENT, AND
MR. FRAZIER PUTS IT IN HIS
ACCOUNT AND GIVES THE CLIENT
MONEY.

>> AS HE WOULD NORMALLY DO.
DESPITE HOW UNUSUAL OR
INAPPROPRIATE THAT MIGHT BE.

>> AND THIS HAS HAPPENED BEFORE?

>> IT HAS.

AND THE TESTIMONY WAS THAT IT HAPPENED BEFORE.

>> AND, AGAIN, THIS QUESTION. ONCE, ONCE MR. FRAZIER LEARNED THAT THE CHECK WAS NOT ON THE UP AND UP, WHY DIDN'T HE JUST PAY THE LADY \$32,000 AND MAKE IT GO AWAY?

>> TWO AND A HALF YEARS LATER WHEN HE FOUND OUT FROM THE FIRST LAWYER THAT, UM, THERE HAD BEEN A DEPOSIT TO HIS ACCOUNT THAT HAD NOT BEEN AUTHORIZED BY THE INDIVIDUAL WHOSE NAME WAS ON THE CHECK, UM, HE TOOK THE POSITION -- AND IT'S STILL IN LITIGATION -- THAT THE MONEY THAT CAME IN AND WENT OUT WENT BACK TO MR. KALLICHMAN, AND IT WAS MR. KALLICHMAN'S PROBLEM, NOT HIS.

AND HE STILL MAINTAINS THAT HE HAS NO RESPONSIBILITY FOR THAT MONEY, THAT IT'S KALLICHMAN THAT HAS IT.

>> SO WHY SHOULDN'T DISBARMENT BE APPROPRIATE?

>> BECAUSE WHAT WE'RE DEALING WITH HERE IS WHETHER OR NOT AT THE TIME THE ACT TOOK PLACE WHETHER THERE WAS AN INTENTIONAL AND DELIBERATE ACT SHOWING DISHONESTY OR DECEIT --

>> WELL, IT SOUNDS LIKE IT WAS AND STILL IS.

>> WELL, I'M NOT SO SURE, YOUR HONOR, IF YOU CAN -- THE SECOND PART OF THAT IS EFFECTIVELY WHAT THE LAW IS.

THE FIRST PART OF IT WHEN YOU'RE TALKING ABOUT CLEAR AND CONVINCING EVIDENCE OF THE DECEIT, MISREPRESENTATION, ALL OF THE EVIDENCE IN THIS CASE, AND THIS IS ONE OF THOSE SITUATIONS WHERE WE ALL SIT BACK AND LOOK AT THIS AND SAY HOW DID THIS HAPPEN?

BUT WHEN YOU TAKE THE EVIDENCE
IN THE CASE, THE EVIDENCE
DOESN'T SUPPORT A CLEAR AND
CONVINCING BURDEN FOR THE
DELIBERATE AND INTENTIONAL ACT
AT THE TIME OF THE OFFENSE.

>> WELL, LET ME FOLLOW THROUGH
WITH THIS.

MY GOODNESS, IT SEEMS TO ME --
AND, OH, BY THE WAY, DO OUR
ORDERS SAY THAT THE CLIENT'S
SUPPOSED TO BE HERE ON
DISBARMENT CASES?

>> YES.

HE'S HERE.

>> OH, OKAY.

WELL, LET'S ASSUME, LET'S ASSUME
THAT THERE WAS A MISTAKE.

>> YES, YOUR HONOR.

>> IT SEEMS TO ME IT'D BE IN A
TOTAL DIFFERENT POSTURE WHEN
THAT MISTAKE IS CALLED TO
SOMEBODY'S ATTENTION, AND YOU
LOOK AT IT AND SAY THAT MONEY
BELONGED TO THAT PERSON AND I
PARTICIPATED IN THIS, AND THAT I
WOULD PAY IT BACK AS THE CHIEF
JUSTICE IS SUGGESTING.

YOU'D BE PRESENTING MAYBE A
DIFFERENT POSTURE WITH REGARD TO
DISCIPLINE HERE, BUT THIS IS, I
MEAN, IT'S LIKE TWISTING THE
BLADE AFTER THE KNIFE HAS BEEN
PLUNGED INTO THE CHEST.

YOU KNOW, I COULD SEE THAT
PEOPLE MAKE MISTAKES AND THEN
RECTIFY IT IMMEDIATELY AND, YOU
KNOW, I'M SORRY.

YOU KNOW, I MADE A TERRIBLE
MISTAKE.

BUT THIS SEEMS TO BE JUST
PROLONGING IT.

>> WELL, I WILL SAY, JUDGE,
AGAIN CANDIDLY, I THINK THAT HAD
THAT BEEN DONE, YOU'RE
ABSOLUTELY CORRECT, WE WOULD BE
HERE IN A DIFFERENT SITUATION.

>> RIGHT.

I MEAN, SO THAT'S -- HOW DO WE
DEAL WITH THAT?

THE QUESTION COMING BACK TO, YOU KNOW, COME ON, LAWYERS CAN'T DO THIS.

>> WELL, I THINK WE HAVE TO DEAL WITH IT PURELY ON THE BASIS OF, TO PARAPHRASE SOMETHING YOU SAID EARLIER TODAY, THAT IT SMELLS BAD, BUT IS THAT REALLY AS A MATTER OF LAW?

>> OKAY, ALL RIGHT.

>> AND, BASICALLY, I THINK IT SMELLS BAD.

>> OKAY, HOWEVER --

>> I GUESS THE HOWEVER QUESTION IS YOU'VE USED THE FACT THAT HE HAD THIS WAS HIS CLIENT, MOST OF HIS MONEY WAS COMING FROM HIS CLIENT, HE DID THIS BEFORE AS IF THAT'S A GOOD THING.

I GUESS I SAW IT AS FURTHER INDICATING WHY HE WOULD PLAY FOOTLOOSE AND FANCY WITH THESE THINGS TO THE DETRIMENT OF OTHER PEOPLE BECAUSE THIS CLIENT WAS SO IMPORTANT TO HIM FOR HIS LIVELIHOOD.

HOW DO YOU SEE THAT AS A GOOD THING AS OPPOSED TO THE WAY THE REFEREE SAW IT WHICH IS IT WAS, BECAME MR. KALLICHMAN'S PERSONAL BANK?

>> I DON'T THINK IT'S A GOOD THING.

>> OH, OKAY.

>> HOWEVER, WITH RESPECT TO WHAT WAS PRESENTED TO THE REFEREE AND WHAT HE FOUND DISBARMENT ON WHICH IS THE ACTUAL MISREPRESENTATION TO THE BANK AND NOT GIVING BACK, NOT HAVING DEPOSITED THIS CHECK INAPPROPRIATELY, IF WE LOOK AT THE PURE EVIDENCE THAT WAS PRESENTED THE REFEREE AS OPPOSED TO HIS CONCLUSIONS FROM THINGS WHERE PEOPLE WERE SAYING I HAD NO IDEA, THEN I SUGGEST THAT IN THIS PARTICULAR INSTANCE THE DISBARMENT'S INAPPROPRIATE. NOW, I THINK IT'S A MATTER OF

NEGLIGENCE.

AND THE FACT THAT HE HAD DONE IT BEFORE CERTAINLY ISN'T A PLUS FOR HIM,

THE FACT THAT HE HAD DONE IT BEFORE, HOWEVER, AND HAD NEVER HAD A COMPLAINT, NEVER HAD ANY PROBLEMS WITH -- AT THE BAR WITH RESPECT TO IT, I THINK MOST OF US AS HUMAN BEINGS, WE BEGIN TO FEEL COMFORTABLE WITH IT.

NO MATTER HOW BAD IT LOOKS FROM HINDSIGHT AND NO MATTER HOW BAD WE FEEL IT SHOULD HAVE BEEN DONE DIFFERENTLY.

AND THAT'S WHERE WE WIND UP WITH THIS INSTANCE IN DECEMBER 2007 WHERE HIS CLIENT COMES IN, GIVES HIM THE CHECKS AND IS JUST, I'M SURE -- AND THE EVIDENCE DOESN'T REALLY SAY THIS, BUT I'M SURE HE PROBABLY DIDN'T EVEN LOOK AT IT. PROBABLY JUST WENT IN AND DIDN'T FIND ANYTHING ABOUT IT UNTIL ALL THE ACCOUNTS WERE CLOSED.

AND WE REACH 2007, AND NOW HE FINDS OUT --

>> I JUST DON'T SEE HOW -- IT'S NOT MADE OUT TO THE PERSON WHO BROUGHT IT TO HIM, AND THERE'S NO EXPLANATION.

AND TO ME, IT'S ASTOUNDING THAT HE WOULD GO, OH, IT'S A CHECK TO MS. SO AND SO.

WHO IS SHE?

GUY SAYS, I HAVE NO IDEA WHO SHE IS.

CALL THE LAW FIRM.

IT WAS ON A LAW FIRM TRUST.

CALL THE LAW FIRM, SAY WHAT'S GOING ON WITH THIS CHECK?

IT'S WHAT, SEEMS TO ME, A REASONABLE PERSON LICENSED IN THIS STATE TO PRACTICE LAW WOULD DO.

>> WELL, CERTAINLY A PERSON WHO WAS SCRUTINIZING CAREFULLY THE CHECKS THAT WERE GOING INTO HIS TRUST ACCOUNT AND FOR JUST THE SIMPLEST REASON IT'S A

SELF-PROTECTION MECHANISM TO
MAKE SURE THAT WHAT'S GOING ON
HERE IS NOT INAPPROPRIATE.
BUT I THINK WHAT WE SEE AND WE
SAW IN THIS CASE IS THAT THERE
WAS A, THERE WERE A NUMBER OF
THESE CHECKS AS I SAID BEFORE,
NOT TO BEAT A DEAD HORSE ON
THIS, THAT WERE GOING IN OVER
THE YEARS, AND HE DIDN'T FEEL IT
WAS INAPPROPRIATE AT THE TIME.
HINDSIGHT BEING 20/20 IT
CERTAINLY IS INAPPROPRIATE, AND
IF WE LOOK AT IT AT THE TIME
FROM WHEN IT WENT IN LOOKING AT
IT OUTSIDE MR. FRAZIER'S SPHERE,
IT RAISES MY HACKLES.
AND I THINK UNDER THE
CIRCUMSTANCES OF THIS CASE,
HOWEVER, WITH RESPECT TO HOW THE
REFEREE REACHED HIS CONCLUSION
AND THE EVIDENCE THAT HE BASED
IT ON, ALL THE EVIDENCE THAT HE
HAD SHOWED JUST NEGLIGENCE.
THAT'S ALL IT SHOWED, WAS HE
DIDN'T FIND --
>> HOW CAN IT BE --
>> I'M SORRY.
>> HOW CAN IT BE SIMPLE
NEGLIGENCE WHEN THERE WAS NO
CASE THAT INVOLVED THIS MONEY?
WHY WOULD -- IF YOU'RE GOING TO
PUT THE MONEY IN YOUR TRUST
ACCOUNT AND IMMEDIATELY GIVE IT
BACK TO YOUR CLIENT, WHAT'S THE
POINT OF PUTTING IT IN YOUR
TRUST ACCOUNT?
>> TO CASH IT.
>> EXACTLY.
TO CASH IT.
LIKE YOU'RE THE BANK.
>> WELL, AND, BASICALLY,
MR. FRAZIER ADMITTED CANDIDLY
THAT HE HAD DONE THAT FOR YEARS
FOR MR. KALLICHMAN.
HE TRUSTED HIM --
>> THE TRUST ACCOUNT WAS, IS FOR
SPECIFIC MATTERS.
MONEY, AS JUSTICE LEWIS STARTED
THIS OUT WITH, THE MONEY IS

SUPPOSED TO BE PUT THERE FOR A SPECIFIC PURPOSE, AND IT GOES OUT FOR A SPECIFIC PURPOSE. TO JUST PUT MONEY INTO YOUR ACCOUNT AND GIVE IT RIGHT BACK TO THE PERSON WHO GAVE IT TO YOU IS NOT THE PURPOSE OF A TRUST ACCOUNT.

>> WELL, I --

>> AND THAT, IT SEEMS SIMPLE TO ME THAT ANY LAWYER WOULD KNOW THAT.

>> AND IT, THE PROBLEM IS THAT WHEN MR. FRAZIER DID THIS, HE PUT IT IN HIS TRUST ACCOUNT, BUT HE PUT IT IN HIS TRUST ACCOUNT DESIGNATED FOR MR. KALLICHMAN BECAUSE THAT'S WHO GAVE HIM THE MONEY.

>> FOR WHAT?

FOR WHAT PURPOSE?

>> BECAUSE THAT'S THE WAY HE DEALT WITH MR. KALLICHMAN AND HIS CHECKS AND HIS INVESTMENTS. MR. KALLICHMAN DID MOSTLY INVESTMENTS, SO HE WOULD HAVE A NUMBER OF DIFFERENT INVESTMENTS HE MADE.

ALTHOUGH MR. FRAZIER CAN'T REMEMBER THIS, HE TOLD HIM THIS WAS MONEY MR. BERDUGO OWED ME OSTENSIBLY --

>> OWED ME FOR NOT ONE OF THOSE CASES THAT'S IN MY OFFICE.

>> WELL, WE'RE NOT SURE OF THAT, FRANKLY, JUDGE.

THERE WERE A NUMBER OF CASES IN HIS OFFICE WHERE HE ACTUALLY DID THE TRANSACTIONS OF LOANS BETWEEN KALLICHMAN AND BERDUGO HIMSELF.

SO THAT'S SOMETHING THAT WAS NOT BROUGHT UP AT THE HEARING AND SPECIFICALLY THAT THE JUDGE, JUDGE COX DID NOT HAVE, YOU KNOW, ON HIS PLATE WHEN HE MADE HIS RECOMMENDATION.

>> WELL, YOU KNOW, YOU DON'T HAVE AN EASY PROPOSITION BEFORE US, BUT I DO THINK YOU'VE TAKEN

THE ONLY APPROACH THAT'S AVAILABLE TO YOU, AND THAT IS TO TALK TO THE COURT AND RECOGNIZE THE IMPROPRIETIES HERE AND APPROACH THIS ONE PROBABLY ON THE EXTENT OF THE SANCTION. I THINK THAT'S, THAT'S THE WAY THIS THING SHOULD HAVE BEEN DISCUSSED.

>> YEAH.

YOU'RE OUT OF YOUR TIME, BUT IF, YOU KNOW, ON THE SANCTIONS SINCE YOU'VE ADMITTED THAT THERE IS A PROBLEM, WHAT IS YOUR VIEW OF WHAT THE APPROPRIATE SANCTION IS?

>> WELL, MY SUGGESTION IN MY BRIEF WAS SOMETHING NORTH OF A REPRIMAND THROUGH SUSPENSION. HE'S BEEN SUSPENDED SINCE APPROXIMATELY APRIL 2011 NOW ON AN EMERGENCY SUSPENSION ORDER. AND I BASE THAT SIMPLY ON THE STANDARDS FOR IMPOSING LAWYER SANCTIONS.

YOU KNOW, AND THE THREE THAT I WOULD LIKE THE COURT TO CONSIDER --

>> WELL, I DON'T WANT, BECAUSE YOU'RE WAY OUT -- WE'LL RELY ON YOUR BRIEF.

>> OKAY.

BUT I WOULD LIKE YOU TO SEE, JUDGE, THAT THE LAWYER SANCTIONS THEMSELVES ARE, HAVE A SEPARATE SECTION IN EACH ONE OF THEM. SOMETIMES WHAT WE DO, AND I DO IT TOO, IS WE SAY THAT THE PURPOSE OF ATTORNEY DISCIPLINE IS TO PROTECT SOCIETY, PROTECT THE LAWYER, YOU KNOW, AND PROTECT, LET'S SEE, FAIR TO THE SOCIETY, FAIR TO THE RESPONDENT AND JUDGMENT DETERRENCE. BUT THERE'S ANOTHER SECTION OF EACH ONE OF THOSE THAT TALKS ABOUT BESIDES FAIR TO SOCIETY, DEALING WITH THE LAWYER AS A PERSON WHO IS A RESPONSIBLE PERSON THAT YOU WANT TO KEEP AS

A LAWYER IN THE COMMUNITY.
BECAUSE WE'RE TALKING ABOUT ONE
TIME HERE, ALTHOUGH --

>> YOU'RE WAY OVER YOUR TIME.

>> I APOLOGIZE.

THANK YOU, JUDGE.

>> THANK YOU.

>> MAY IT PLEASE THE COURT,
RANDI LAZARUS ON BEHALF OF THE
FLORIDA BAR.

>> CAN I JUST ASK YOU A QUESTION
THAT'S KILLING ME?

IT SEEMS TO ME MR. BERDUGO, WHO
APPARENTLY WAS INVOLVED IN THE
DEVELOPMENT, OWED MR. KALLICHMAN
THE MONEY.

MR. BERDUGO GIVES MR. KALLICHMAN
A CHECK FROM, APPARENTLY, HIS
COMPANY OR HIS ESCROW AGENT THAT
WAS MADE OUT TO ALICIA --

[INAUDIBLE]

MR. KALLICHMAN TOOK THAT CHECK
AS PAYMENT.

IT SEEMS TO ME MR. BERDUGO STOLE
THAT MONEY, AND MR. KALLICHMAN
ACCEPTED WHAT APPEARED TO BE
STOLEN MONEY.

WAS ANYBODY PROSECUTED FOR THIS?
DEALING IN STOLEN PROPERTY IS A
SECOND-DEGREE FELONY IN THIS
STATE, AND THE STANDARD IS KNEW
OR HAD REASON TO KNOW THAT IT
WAS STOLEN.

ANYBODY PROSECUTE IT?

>> YES.

IN FACT, IT IS NOT -- IT WAS NOT
BEFORE THIS REFEREE, BUT BOTH
MR. FRAZIER AND MR. KALLICHMAN
ARE NOW THE SUBJECT OF
SECOND-DEGREE GRAND THEFT
CHARGES IN BROWARD COUNTY.

>> OKAY.

>> MR. BERDUGO IS DECEASED.
THAT MONEY CAME, WAS A DEPOSIT
THAT ALICIA REQUESTED NOT
BECAUSE SHE WAS BACKING OUT OF
THE DEAL, BUT BECAUSE THE CONDO
WAS NOT ADVANCING --

>> WELL, THE REASON FOR THAT, I
MEAN, WHATEVER THAT IS --

>> IRRELEVANT.
>> -- HAS NOTHING TO DO WITH THIS CASE.
>> EXACTLY.
>> WHY, IN THIS CASE UNFORTUNATELY YOU SEE, I MEAN, AS WE DO, YOU KNOW, SO MANY TRUST ACCOUNT CASES AND THOSE KINDS OF SITUATIONS. DOES THIS CASE FALL INTO THE THIEF THAT'S STEALING MONEY, OR DOES THIS FALL INTO THAT CATEGORY OF CASES WHERE LAWYERS, UNFORTUNATELY, GET SO WRAPPED UP IN THEIR BUSINESS AND WORKING THAT THEY JUST NEGLECT HOW THEY DO HANDLE THEIR TRUST ACCOUNT?
>> YOUR HONOR --
>> OR IS IT SOMEPLACE IN BETWEEN OF THAT KIND OF THING IF WE'RE LOOKING AT THIS?
>> I HAVE SEEN MANY OF THESE CASES OVER THE LAST 27 YEARS, AND I CAN ASSURE YOUR HONOR THAT, UM, I DON'T AGREE WITH MR. BOGENSCHUTZ WHEN HE SAID THIS IS JUST A NEGLIGENT ACT. THIS IS NOT STANDARD PROCEDURE FOR LAWYERS TO CONDUCT IN THE WAY IN WHICH THEY CONDUCT THEIR TRUST ACCOUNTS. THAT IS WHY THE FLORIDA BAR PETITIONED THIS COURT FOR AN EMERGENCY SUSPENSION. THE COURT GRANTED --
>> WHAT'S THE CASE LAW IN THE AREA?
WHERE DOES THIS FALL ON --
>> THIS IS A DISBARMENT CASE, YOUR HONOR.
>> NO, NO, NO.
I'M ASKING ABOUT WHERE DOES THIS CASE FALL IN THE CATEGORY OF CASES DEALING WITH TRUST ACCOUNTS?
THAT'S WHAT I'M ASKING.
>> I AGREED WITH ONE OF THE STATEMENTS THAT WAS MADE EARLIER.
I THINK THE CASE IS AN

OUTRAGEOUS CASE.

THIS IS AN INNOCENT PERSON WHOSE MONEY GOT INTO THE HANDS OF SOMEONE ELSE AND FOUND ITS WAY TO A LAWYER'S TRUST ACCOUNT.

IN FACT, ALICIA AT THE TIME THAT HER LAWYER -- WHICH WAS HER SECOND LAWYER ON THIS CASE -- DISCOVERED THAT THE MONEY WENT INTO A LAWYER'S TRUST ACCOUNT, SHE FELT A LITTLE HAPPY ABOUT IT BECAUSE SHE THOUGHT THAT SHE WAS GOING TO GET HER MONEY BACK. BUT IT DIDN'T TURN OUT THAT WAY, AS THE COURT HAS NOTED.

WHAT MR. FRAZIER DID INSTEAD OF RETURNING THAT MONEY AND SAYING, OH, MY GOODNESS, I SHOULD RETURN THIS MONEY, HE FOUGHT THAT CIVIL CASE, HE FOUGHT THE BAR PROCEEDING, HE TESTIFIED IN THE DEPOSITION THAT PERHAPS ALICIA WAS INVOLVED IN SOME DEAL WHICH WAS CONNECTED WITH HIS CLIENT IN NEVADA.

SO FROM THE VERY BEGINNING OF THIS, AND I DON'T AGREE THAT THIS WAS NEGLIGENT CONDUCT ON HIS PART.

THIS WAS ACCORDING TO THE REFEREE WHICH WAS SUPPORTED BY THE RECORD DELIBERATE AND KNOWING CONDUCT.

MR. FRAZIER GAVE FREE REIN TO MR. KALLICHMAN OF HIS OFFICE. HE ALLOWED HIM TO WALK AROUND AND JUST DO ANYTHING HE WANTED --

>> LET ME STOP YOU ON THAT SURROUNDING THING, BECAUSE I THOUGHT WHAT JUSTICE LEWIS WAS ASKING YOU AS TO THE SPECIFIC ACT THAT HE WAS FOUND GUILTY OF, AND YOU HAVE THE FOLLOWING IN TERMS OF WHAT THE REFEREE FOUND. THE NOTE WAS NO PRIOR DISCIPLINE, AND THE REFEREE FOUND IN MITIGATION THAT THERE WAS NO PATTERN OF MISCONDUCT OR MULTIPLE OFFENSES.

BUT FROM MY POINT OF VIEW, I
FIND IT HARD TO TAKE THAT
FINDING AND DIVORCE IT FROM WHAT
YOU WERE JUST ABOUT TO GO INTO
WHICH IS IN THIS WHOLE IDEA THAT
THE RELATIONSHIP WAS ONE WHERE
THE TRUST ACCOUNT WAS USED AS
ITS PRIVATE BANK.

SO THE QUESTION I HAVE THERE IS
HOW DO YOU SQUARE THAT THERE WAS
NO PATTERN OF MISCONDUCT OR
MULTIPLE OFFENSES WITH WHAT YOU
WERE JUST ABOUT TO GO INTO WHICH
IS THE REALITY THAT, TO ME, THAT
IS AGGRAVATION?

AN AGGRAVATION?

SO WHAT'S -- HOW DO WE RECONCILE
THAT?

>> I MEAN, THE REFEREE
BASICALLY, UM, TOOK THE
AGGRAVATING CIRCUMSTANCES, THE
ONE THAT SAYS, UM, PATTERN OF
MISCONDUCT AND MULTIPLE
MISCONDUCT, AND HE SORT OF
TURNED THAT AROUND, AND HE SAID
NO PATTERN OF MISCONDUCT OR --

>> BUT YOU'RE NOT DISPUTING THAT
ON --

>> WELL --

>> THERE'S NO, THIS ISN'T A
TYPICAL CASE AT ALL.

NOW, WHETHER IT'S WORSE OR
BETTER HE DOESN'T STEAL FROM HIS
TRUST ACCOUNT IN ORDER TO SEND
HIS GIRLFRIEND ON A TRIP TO
SOUTH AMERICA OR SOMETHING.

I MEAN, HE -- IT WAS TURNED
AROUND THAT SAME DAY.

IT WENT IN HIS ACCOUNT, OUT OF
HIS ACCOUNT.

AND DO YOU THINK THEN IF ONCE
THE LAW FIRM OR THE LAWYER HAD
CONFRONTED HIM THAT HE HAD
WRITTEN, WOULD HAVE WRITTEN A
CHECK, PERSONAL CHECK BACK OUT,
THAT THIS MIGHT ACKNOWLEDGE THAT
THIS WAS REALLY A SCREW-UP THIS
MIGHT BE A DIFFERENT CASE?

>> WE WOULD NEVER HAVE KNOWN
ABOUT IT.

BECAUSE --

>> WELL, THE COCKY LAWYER -- I MEAN, SOMEBODY, SOMEHOW THAT LAW FIRM CHECK, THE TRUST ACCOUNT CHECK GOT IN THE HANDS OF THE DEVELOPER WHO DIDN'T RETURN IT TO, YOU KNOW, TO THE RIGHTFUL OWNER.

>> RIGHT.

>> SO IT'S, I THINK WE -- I HOPE SOMEBODY WOULD HAVE REPORTED IT.

>> WELL, I THINK THAT -- I DON'T KNOW.

>> THAT'S NOT THE POINT.

THE POINT IS, IF IT HAD HAPPENED AND HE DID THAT AND WE KNEW ABOUT IT, WOULD THAT, WOULD THE SANCTION BE DIFFERENT? SHOULD THE SANCTION BE DIFFERENT?

>> WELL, IF THERE WAS SOME RESTITUTION MADE, YES.

>> OKAY.

SO YOU WOULD --

>> I'M NOT SAYING THE SANCTION WOULD BE DIFFERENT, YOUR HONOR. I WAS SAYING THAT WOULD BE A MITIGATING CIRCUMSTANCE, YES. RESTITUTION --

>> WELL, IT WOULD MEAN THAT I RECOGNIZE, OH, MY GOODNESS, THIS IS A LONGTIME CLIENT.

I THOUGHT THE ENDORSEMENT ON THE BACK WAS HER ENDORSEMENT.

IT'S BEEN BROUGHT TO MY ATTENTION, I AM MAKING IT RIGHT IMMEDIATELY.

>> YES, IF ALL THOSE THINGS HAPPEN.

HOWEVER, WE CANNOT IGNORE THE TESTIMONY THAT CAME OUT AT THIS TRIAL, BECAUSE THAT'S NOT WHAT HAPPENED.

WHAT HAPPENED WAS MR. KALLICHMAN TESTIFIED THAT MR. FRAZIER SAID TO HIM YOU NEED TO ENDORSE THE BACK OF THIS CHECK.

HE ALSO -- MR. KALLICHMAN -- ALSO SAID IS THIS CHECK GOOD FOR ME?

THEY KNEW THAT THERE WAS A
PROBLEM WITH THAT CHECK, WITH
MR. KALLICHMAN JUST CASHING IT.
HE WOULDN'T HAVE BEEN ABLE TO GO
TO HIS OWN BANK WITH A CHECK
THAT WAS MADE OUT FROM A LAW
FIRM TO ALICIA WITH A SCRIBBLE
ON THE BACK.

IT WOULD HAVE NEVER HAPPENED.
THAT'S WHY THE LAWYER WAS
NECESSARY FOR THIS CHECK TO BE
ABLE TO BE TRANSACTED,
TRANSACTED THROUGH THE TRUST
ACCOUNT.

>> DID WE EVER FIND OUT WHOSE
SCRIBBLE IT WAS ON THE BACK?

>> MR. KALLICHMAN SAID THAT
MR. FRAZIER DIRECTED HIM TO SIGN
THE BACK.

THAT WAS THE TESTIMONY.
HE SAID HE WAS TOLD TO DO IT.

>> I THOUGHT IT WAS THE OTHER
PERSON WHO'S NOW DECEASED?

>> NO.

>> HE DIDN'T --

>> MR.--

>> HE DIDN'T WRITE ON THE BACK
OF THAT CHECK?

>> NOT ACCORDING TO

MR. KALLICHMAN.

HE SAID, "MY LAWYER TOLD ME TO
SIGN THE BACK OF THE CHECK, AND
I DID."

THAT'S HOW IT WENT THROUGH
THE --

>> MR. KALLICHMAN IS CERTAINLY
NOT AN INNOCENT BYSTANDER IN
THIS.

>> NO, HE'S NOT AN INNOCENT
BYSTANDER IN THIS, BUT HE CAME
IN AS MR. FRAZIER'S WITNESS.
AND YET HE TESTIFIED THAT HE
DIDN'T DO ANY TRANSACTIONS
WITHOUT HIS LAWYER, MR. FRAZIER.
AND WE ALSO HAVE TO KEEP IN MIND
THAT MR. FRAZIER ALSO AS A
RESULT OF HIS PROFESSIONAL
RELATIONSHIP WITH
MR. KALLICHMAN, HE HAD FOR THE
PAST 20 YEARS EARNINGS OF

BETWEEN \$75 AND \$80,000 FROM
MR. KALLICHMAN'S CASES.
AND ONE OF THE THINGS I WANT TO
POINT OUT TO THE COURT WAS THERE
WAS A RECORD OF THIS
TRANSACTION.

THERE WAS A TRUST ACCOUNT RECORD
THAT THE BAR DID RECEIVE THAT
SHOWED THAT MR. FRAZIER HAD THIS
CHECK DESIGNATED TO FILE .51,
AND IT WAS OF THE KALLICHMAN
FILE.

AND THERE WAS ADDITIONAL
TESTIMONY TO SHOW THAT --

>> WAIT A MINUTE.

THERE'S ONLY -- EVERYTHING WENT
TO ONE FILE?

>> \$32,000 WENT TO THAT --

>> NO, NO, NO, NO.

IS EVERYTHING THAT EVER WENT
THROUGH HIS OFFICE ONLY WENT TO
ONE FILE FOR THE CLIENT?

>> NO, THERE WERE MANY
KALLICHMAN FILES.

>> OKAY.

SO THIS IDENTIFIED, WON'T IT, A
PARTICULAR MATTER, A PARTICULAR
FILE IN HIS OFFICE THEN?

>> IT DID, YOUR HONOR.

>> AND WAS THERE AN ACCOUNTING
SHEET FOR THAT?

>> YES, THERE WAS.

AND IT WAS --

>> SO FOR ALL INTENTS AND
PURPOSES ON THE FACE OF THIS, IT
LOOKED AS THOUGH THIS WAS
DEPOSITED TO A PARTICULAR MATTER
FOR AN EXISTING CLIENT?

>> FOR THE EXISTING CLIENT,
MR. KALLICHMAN, YES.
TO THE .51 FILE.

AND WHAT WAS ASTOUNDING TO US
WHEN WE FIRST STARTED LOOKING AT
THIS CASE WAS FROM THE HISTORY
OF WHEN THESE OTHER LAWYERS GOT
INVOLVED ON BEHALF OF ALICIA,
WHICH WAS IN MARCH OF 2010,
THERE WERE THREE LAWYERS
INVOLVED THAT CONTACTED
MR. FRAZIER.

MR. FRAZIER CLAIMED HE HAD NO IDEA WHAT HAPPENED WITH THIS CHECK.

AND THAT HE WAS LOOKING THROUGH HIS BOOKS, AND HE WAS TALKING TO HIS ACCOUNTANT AND HIS BOOKKEEPER, AND NOW MOVING, FAST FORWARDING TO FEBRUARY OF 2011 WHEN HE MET WITH THE FLORIDA BAR'S AUDITOR, HE STILL SAID HE DIDN'T KNOW WHAT HAD HAPPENED TO THIS MONEY.

OUR AUDITOR WITHIN ONE HOUR OF LOOKING AT MR. FRAZIER'S OWN RECORDS SAW THAT THE MONEY WENT OUT ON THAT SAME DAY TO MR. KALLICHMAN.

AND MR. FRAZIER --

>> OKAY.

SO LET ME MAKE SURE I UNDERSTAND THAT.

THE EVIDENCE HERE SHOWS THAT THE TRUST ACCOUNT RECORDS DID DOCUMENT, IF YOU LOOK AT THE RECORDS, EXACTLY WHAT HAD HAPPENED.

>> EXACTLY, YOUR HONOR.

>> SO OUR PROBLEM IS NOT MAINTAINING PROPER TRUST ACCOUNT RECORDS, BUT IT IS DISPERSING MONIES TO A CLIENT THAT BELONG TO SOMEONE ELSE, AND IS THIS PROOF THAT MR. FRAZIER KNEW THAT THIS WAS NOT MONEY THAT BELONGED TO HIS CLIENT?

>> THE CIRCUMSTANCES, YOUR HONOR --

>> NOT WHAT I ASKED. I ASKED DID HE KNOW.

IS THERE PROOF THAT HE KNEW?

>> THE REFEREE FOUND THAT THE PROOF OF HIS KNOWING AND DELIBERATE KNOWLEDGE OF WHAT HAD HAPPENED WAS BASED ON THE FACT THAT MR. KALLICHMAN DISCUSSED THE CHECK WITH HIM, HIS OWN RECORDS SHOWED WHERE THAT MONEY WENT.

MR. FRAZIER EVEN TESTIFIED THAT CONCERNING THAT CHECK HE KNEW

THAT IT CAME FROM ANOTHER
LAWYER'S TRUST ACCOUNT, AND
THAT'S WHY HE WAS ABLE TO WRITE
OUT A CHECK TO MR. KALLICHMAN ON
THE SAME DAY, BECAUSE HE WAS
ACTUALLY AWARE OF THE BAR RULES
THAT ALLOWED HIM AS AN EXCEPTION
TO DISPERSE ON UNCOLLECTED
FUNDS.

SO, YES.

>> I DIDN'T REALIZE WHY HE --
OKAY.

>> YOUR HONOR.

>> HOW DID MR. BERDUGO GET THIS
CHECK FROM THE LAW FIRM IN THE
FIRST PLACE IF IT WAS MADE OUT
TO ALICIA?

>> I THINK THE ANSWER TO THAT IS
BECAUSE THE LAW FIRM WHO
REPRESENTED THE DEVELOPER WAS
UNDER THE IMPRESSION THAT THE
DEVELOPER WAS GOING TO TURN THE
CHECK OVER.

NOW, WHETHER THAT WAS RIGHT OR
WRONG IS ANOTHER ISSUE.

BUT THE, BUT I CAN TELL YOU --
AND THIS IS OUTSIDE THE
RECORD -- THAT THE LAW FIRM, THE
OTHER LAW FIRM DID MAKE SOME
RESTITUTION TO ALICIA.

MR. FRAZIER HAS MADE NO
RESTITUTION TO ALICIA.

AND GETTING BACK TO THE QUESTION
OF IS DISBARMENT THE APPROPRIATE
SANCTION HERE, YES.

WITH THE INTENTIONAL USE --
MISUSE OF TRUST FUNDS, THIS
COURT HAS REPEATEDLY SAID THAT
DISBARMENT IS THE APPROPRIATE
SANCTION --

>> DO WE HAVE OTHER CASES WHERE
A CLIENT HAS COME IN AND GIVEN A
LAWYER MONEY AND TOLD THE LAWYER
WHAT IT'S FOR AND THE CLIENT HAS
PROCEEDS THERE AND THE LAWYER
HAS RELIED UPON THE
REPRESENTATIONS OF A CLIENT AND
MADE A DISTRIBUTION THAT WAS
LATER FOUND TO BE MAYBE OR WAS
ERRONEOUS?

WHAT HAPPENED IN THAT CASE?
DO WE HAVE A CASE LIKE THAT IN
OUR PRECEDENT?

>> WELL, THERE WAS A CASE THAT
ACTUALLY CAME OUT AFTER THE
REFEREE ISSUED THE REPORT, THE
WATSON CASE WHICH IS REFERRED
TO, UM, I BELIEVE IN MY BRIEF
AND IN THAT CASE THERE WAS A
TWO-YEAR SUSPENSION.

AND THERE WAS MONIES THAT DID
COME IN, UM, THAT THE CLIENT
GAVE SOME DIRECTION TO THAT
ATTORNEY ABOUT HOW TO DISTRIBUTE
THE MONIES, AND THE MONIES
PROBABLY SHOULD NOT HAVE BEEN
RELEASED.

BUT THERE WAS, THERE WAS SOME
DIFFERENCES THERE WHICH I THINK
EXPLAINED THE TWO-YEAR
SUSPENSION VERSUS DISBARMENT.
THERE THE ATTORNEY ASSISTED IN
THE RETURN OF FUNDS.

THERE THE ATTORNEY HAD, THERE
WAS SOME CONNECTION BETWEEN HIS
OWN CLIENT AND THE PEOPLE WHO HE
RETURNED THE FUNDS TO.

HERE WE HAVE ALICIA WHO'S A
COMPLETELY INNOCENT VICTIM OUT
THERE.

AND THIS IS AN APPROPRIATE
DISBARMENT CASE.

THE --

>> DID THE CHECK SAY "RETURN OF
DEPOSIT" ON ITS FACE?

>> YES.

IT SAID -- ACTUALLY, I HAVE A
COPY OF THE CHECK RIGHT HERE.
IT SAID, UM, "ALICIA," "MEYER"
AND I BELIEVE AN APARTMENT
NUMBER, AND IT MIGHT HAVE SAID
"DEP" ON THE MEMO PART OF THE
CHECK.

BUT IT WAS FROM THE TRUST
ACCOUNT, AND IT WAS TO, DIRECTLY
TO ALICIA.

>> I MEAN, AGAIN, AND WHETHER
IT'S NEGLIGENT OR --

[INAUDIBLE]

CALLED THE LAW FIRM TO SAY WHAT

IS THIS CHECK FOR.
>> YES.
AT A VERY MINIMUM.
SO WITH THAT, UM, THANK YOU VERY
MUCH, YOUR HONORS.
THIS IS THE DISBARMENT CASE,
THERE'S VERY LITTLE MITIGATION
AND SUFFICIENT AGGRAVATION.
THANK YOU.
>> THANK YOU FOR YOUR ARGUMENTS.
COURT IS ADJOURNED.
>> ALL RISE.