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November 24, 2020

VIA CERTIFIED MAIL, REGULAR MAIL & E-MAIL

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Re: In the Matter of Edward Kenny Hamill
Docket No. DRB 20-217
District Docket No. VIII-2018-0029E
LETTER OF ADMONITION

Dear Mr. Hamill:

The Disciplinary Review Board has reviewed your conduct in the above matter and has concluded that it was improper. Following a review of the record, the Board determined to impose an admonition for your violation of RPC 1.15(b) (failure to promptly notify a third party of receipt of funds in which that party has an interest) and RPC 1.15(c) (failure to segregate property in which both the attorney and another party have an interest).

Specifically, you represented Douglas Moncada in connection with his personal injury claims. On March 11, 2011, in behalf of Moncada, you issued a letter of protection (the LOP) to A Better Life Physical Therapy (A Better Life). The LOP stated that you would protect payment of A Better Life's outstanding bill of \$42,750 for Moncada's treatment "out of the proceeds of any settlement/judgment awarded" in connection with Moncada's pending claims.

In August 2013, you settled uninsured motorist claims in behalf of Moncada for \$100,000 and, on September 27, 2013, deposited those funds in your firm's attorney trust account. In connection with the treatment of his injuries, Moncada had incurred \$222,175 in medical expenses. Accordingly, beginning on November 21, 2014, you made efforts to compromise the outstanding medical bills for ten of Moncada's providers, including A Better Life. On that date, you sent a

letter to A Better Life, seeking to compromise its \$42,750 bill for a payment of \$3,500, noting that you had asked the entire class of medical providers to compromise their bills, and enclosing a \$3,500 check containing the notation "FULL AND FINAL PAYMENT DOUGLAS MONCADA." Two months later, by letter dated January 21, 2015, A Better Life rejected your proposed compromise of its bill and returned the \$3,500 check.

In the meantime, however, on December 3, 2014, you had disbursed the \$100,000 in settlement funds as proposed in your November 21, 2014 letter to A Better Life, and had allocated only \$3,500 to A Better Life, despite having received neither its consent nor an order from a court severing its interest in the \$100,000 in settlement funds. Moreover, after A Better Life rejected the \$3,500 check, you disbursed those funds, pursuant to Moncada's instructions, to pay off a \$3,000 loan in behalf of Moncada, and by remitting the remaining \$500 directly to Moncada, with a written warning that A Better Life may seek "retribution" against him for his failure to pay its bill.

On October 25, 2017, in behalf of Moncada, you settled a workers' compensation claim, which had included A Better Life as an unpaid medical provider. Ultimately, A Better Life received \$27,656.56 from the workers' compensation settlement funds.

The Board determined that you violated RPC 1.15(b) by failing to secure the authorization of A Better Life, with which you had a contractual relationship via the LOP, before you disbursed the \$100,000 in initial settlement funds. See Ladenheim v. Klein, 330 N.J. Super. 219, 223 (App. Div. 2000). Your unilateral determination that A Better Life was entitled to only a pro rata share of the recovery, and your corresponding disbursement of the settlement funds, constituted a clear breach of your duties under the LOP and RPC 1.15(b).

In respect of RPC 1.15(c), the Board determined that you were duty-bound to safeguard at least \$42,750 of the initial settlement funds unless and until A Better Life agreed to compromise its bill. In the absence of such an agreement, you had a duty to segregate the entire \$42,750 in disputed funds owed to A Better Life. You neither provided an accounting nor obtained A Better Life's consent to a pro rata share; yet, you sent a \$3,500 check in an attempt to achieve an accord and satisfaction of A Better Life's bill.

In imposing only an admonition, the Board considered your lack of prior discipline in almost forty years as an attorney.

Your conduct has adversely reflected not only on you as an attorney but also on all members of the bar. Accordingly, the Board has directed the issuance of this admonition to you. R. 1:20-15(f)(4).

A permanent record of this occurrence has been filed with the Clerk of the Supreme Court and the Board's office. Should you become the subject of any further discipline, this admonition will be taken into consideration.

The Board also has directed that the costs of the disciplinary proceedings be assessed against you. An invoice of costs will be forwarded to you under separate cover.

Very truly yours,


From: Ellen A. Brodsky
Chief Counsel

c: Chief Justice Stuart Rabner
Associate Justices
Heather Joy Baker, Clerk
Supreme Court of New Jersey
Bruce W. Clark, Chair
Disciplinary Review Board (e-mail)
Gail G. Haney, Deputy Clerk
Supreme Court of New Jersey (w/ethics history)
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Isabel McGinty, Statewide Ethics Coordinator
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Barry J. Muller, Esq., Secretary
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Edward N. Testino, Esq., Presenter (regular mail and e-mail)
Josef Tuazon, Grievant (regular mail)