SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
Docket No. DRB 24-239
District Docket No. XII-2022-0020E

In the Matter of Antonio Inacio
An Attorney at Law

Argued
January 16, 2025

Decided
April 9, 2025

Robert J. Logan appeared on behalf of the
District XII Ethics Committee.

Respondent appeared pro se.

CORRECTED DECISION

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Introduction

To the Honorable Chief Justice and Associate Justices of the Supreme Court of New Jersey.

This matter originally was before us on a recommendation for an admonition filed by the District XII Ethics Committee (the DEC). We determined to treat the admonition as a recommendation for greater discipline, pursuant to R. 1:20-15(f)(4), and to bring the matter on for oral argument. The formal ethics complaint charged respondent with having violated RPC 1.5(b) (failing to set forth, in writing, the basis or rate of the legal fee) and RPC 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation).

For the reasons set forth below, we determine that a reprimand is the appropriate quantum of discipline for respondent's misconduct.

Ethics History

Respondent earned admission to the New Jersey bar in 1985. During the relevant timeframe, he maintained a practice of law in Clark, New Jersey. He has no prior attorney discipline. However, he has prior judicial discipline.

On February 26, 2015, the Court adopted the findings and recommendation for discipline filed by the Advisory Committee on Judicial Conduct (the ACJC) and reprimanded respondent for his violation of Canon 1

of the Code of Judicial Conduct (a judge shall personally observe high standards of conduct to preserve the integrity and independence of the judiciary) and Canon 2A (a judge shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary). In re Inacio, 220 N.J. 569 (2015).

In that matter, while respondent served as a part-time judge in the municipal courts of the Borough of Garwood, Township of Clark, and Township of Scotch Plains, the minor daughter of a Garwood councilman was arrested and charged with possession of alcohol in Clark, New Jersey. In the Matter of Antonio Inacio, Judge of the Municipal Court, ACJC 2013-222 (December 2, 2014) at 6. After the daughter appeared before the Juvenile Conference Committee (the JCC), the JCC recommended to the Superior Court, Family Division, that her matter be resolved conditioned upon the daughter's fulfillment of certain obligations designed to aid in her rehabilitation, including attendance at two Alcoholics Anonymous (AA) meetings.

When the councilman contacted respondent to discuss the case, respondent told him he would look into the appropriate punishment for underage possession of alcohol, offered to speak with the daughter about the dangers associated with drinking and driving, and invited the daughter and her mother to his chambers in Clark. Following an in-chambers conversation, during which

respondent provided the daughter with a cautionary tale of the consequences his friends had endured when he was younger, he contacted a detective in the Clark police department to ask whether minors charged with alcohol possession could observe court proceedings instead of attending AA meetings. The detective referred respondent to the JCC.

Consequently, on official stationery of the Municipal Court of the Township of Clark, respondent wrote a letter to the Chair of the JCC, explaining that he was a municipal court judge for Clark, Scotch Plains, and Garwood, and requested that the Chair reconsider the JCC's requirement that the daughter attend two AA meetings and, instead, permit his in-chambers discussion to suffice as rehabilitation.

Additionally, respondent continued to represent the councilman in a private capacity, despite his appointment to the Garwood municipal court, in violation of R. 1:15-1(b) (municipal court judges shall not act as an attorney for the municipality or any agency or officer thereof for the municipality served by that court).

We now turn to the matter currently before us.

Facts

The facts of this matter are largely undisputed. Ultimately, respondent stipulated that his conduct violated the charged Rules of Professional Conduct.

Specifically, Antonio Paonessa retained respondent "at some time in 2020"[1] for representation in a post-judgment of divorce matter involving Antonio's ex-wife, Christina Paonessa.[2] Respondent failed to provide Antonio with a written fee agreement.

Respondent claimed that, because he had represented Antonio's son in a matrimonial matter, and had spoken with Antonio about the son's matter, he believed he "just could move forward with the representation of [Antonio] in [his] matter."[3] Nevertheless, respondent acknowledged that his failure to provide a written fee agreement to Antonio in his own matrimonial action violated RPC 1.5(b), as well as R. 5:3-5.[4]

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[1] In his verified answer, respondent stated that, in the spring of 2018, he "first became involved with [Antonio] to resolve some of the post-judgment issues which ultimately remained unresolved and dormant until the summer of 2020." Thus, it is unclear on the record before us whether respondent began representing Antonio in 2018 or 2020.

[2] Because Antonio and Christina share a surname, this memorandum will refer to the parties by their first names to avoid any confusion. No disrespect is intended by the informality.

[3] The record does not indicate when respondent represented Antonio's son.

[4] R. 5:3-5 imposes additional requirements for all written fee agreements in civil family actions where a "fee is to be charged." Specifically, R. 5:3-5(a) requires the fee agreement to "have annexed thereto the Statement of Client Rights and Responsibilities in Civil Family Actions" stating, among other requirements: (1) the attorney primarily responsible for the representation

(footnote continued on next page)

Regarding the RPC 8.4(c) charge, the formal ethics complaint alleged that, on November 17, 2020, respondent, without authorization, signed Antonio's name on an amended Qualified Domestic Relations Order (QDRO), which was later filed with the court, on May 21, 2021. Respondent admitted, in his verified answer, that he had signed Antonio's name on the QDRO without authorization to do so. However, during the ethics hearing, respondent testified that, following the death of his son, he had a telephone conversation with Antonio to explain that he would be absent from the office for some time to grieve. He testified that Antonio had told him to sign the QDRO on his behalf, which respondent agreed to do, after informing Antonio that he would need to appear in respondent's office on a future date.[5]

The formal ethics complaint also alleged that respondent had executed the jurat that followed Antonio's signature and "falsely stat[ed] that [Antonio] had personally appeared before him and swore to the signature." Notwithstanding his prior admission that he had signed Antonio's signature without authorization, respondent denied that he had falsely executed a jurat, stating that

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and that attorney's hourly rate; (2) a description of the anticipated legal services, including those not encompassed by the agreement, "such as real estate transactions;" (3) the method by which the fee is to be computed; and (4) the frequency when bills are to be rendered, which shall be no less frequently than once every ninety days, including when the client is required to make payment.

[5] Respondent's son passed away after respondent signed the QDRO and executed the jurat.

Antonio had personally appeared before him and swore to the signature. Yet, during his testimony, respondent was emphatic that Antonio had authorized him to sign the QDRO on his behalf and that he acknowledged the falsity of the jurat.

Respondent offered, "by way of mitigation and not exculpation," that, in November 2020, his son had passed away.[6] He explained that, due to his son's passing, he "was not emotionally or physically in the condition to be at the Respondent's law office."

With respect to the matrimonial matter, Antonio and Christina had been divorced for twenty-three years and had been attempting to finalize a QDRO consistent with their property settlement agreement (PSA). The parties disagreed about Antonio's pension through his employment at General Motors (GM) because he allegedly went into pay status before Christina's claim to the GM pension under the PSA had vested. To that end, on July 28, 2020, the court entered an order directing Antonio to sign a QDRO concerning the GM pension within ten days, warning that, if he failed to do so, Christina would have a limited power of attorney to sign the QDRO to effectuate its terms. The order indicated that, following "multiple delays" by Antonio, the parties signed the

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[6] On November 17, 2020, respondent signed Antonio's name to the QDRO. According to an online obituary, respondent's son passed away on November 22, 2020.

QDRO, in 2018, but that the plan administrator rejected it as non-conforming. Since that time, Christina had been unable to resolve the matter.

Later, on August 14, 2020, Antonio and Christina signed a QDRO they believed would satisfy the plan administrator. Notably, despite the plan administrator's rejections, the court did not relieve Antonio of the requirement that he must sign the QDRO within ten days and that his failure to do so would result in Christina having limited power of attorney to sign the QDRO to effectuate its terms.

Ultimately, the plan administrator rejected the August 14, 2020 QDRO. As a result, toward the end of October 2020, an amended QDRO was circulated to the parties for signature.[7]

Respondent explained that "during this time is when the Respondent's son passed away, and [Antonio], who had always signed the prior QDROs, verbally authorized the Respondent to sign the Amended QDRO,"[8] which did not "materially alter the August 14, 2020 QDRO." Respondent asserted that "the primary reason [Antonio] authorized the Respondent to sign the Amended QDRO was to avoid the prospect of his former wife signing any documents on

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[7] The date stamp on the prepared QDRO was October 5, 2020.

[8] Respondent's testimony that Antonio verbally authorized him to sign the QDRO conflicts with his admission that he was not authorized to sign Antonio's name.

behalf of [Antonio].” Moreover, respondent explained that he only signed Antonio’s name on the QDRO on the condition that Antonio later appear in his law office and personally sign the document, which he purportedly did. Consequently, on November 17, 2020, respondent signed Antonio’s name on the QDRO and signed a jurat falsely stating that Antonio had appeared before him. On February 24, 2021, Christina signed the QDRO. It is not clear from the record before us why Christina’s signature came three months after Antonio’s signature.

On November 13, 2020, Christina filed a motion to assert her claim to Antonio’s GM pension. On January 26, 2021, the court considered her motion and entered an order granting her fifty percent of the value of the GM pension as it was calculated in the PSA. Notably, the order indicated that respondent was counsel of record for Antonio and had filed opposition to Christina’s motion. The court denied as moot Christina’s request that Antonio execute the amended QDRO because “Plaintiff certifie[d] that these documents have been executed.”

Respondent asserted that, following the January 2021 hearing, he was unaware that the QDRO he had signed on behalf of Antonio was filed with the court. Indeed, respondent maintained that he did not file the QDRO; did not receive a copy of any letter to the court filing the QDRO; and did not receive a

copy of a later QDRO that was entered by the Honorable Christopher D. Rafano, J.S.C., until it was provided to him in connection with the ethics investigation.[9]

Notably, respondent testified that he believed his representation of Antonio was related to addressing his pension and, therefore, the attorney-client relationship terminated after Judge Rafano had entered the January 2021 order. However, respondent also testified that, for four months, he was unaware that Judge Rafano had signed the QDRO. Respondent did not reconcile his testimony that the representation related to Antonio's pension, that he considered the representation terminated on January 26, 2021, and yet, had not received any documents or orders from the court for four months and was unaware Judge Rafano had signed the QDRO.

Notwithstanding his assertions, respondent "acknowledges and agrees that the expediency of the signing of the Amended QDRO on behalf of [Antonio] does not excuse, justify or overcome" his violation of RPC 8.4(c). Other than the court's July 28, 2020 order directing Antonio to sign the QDRO within ten days, respondent failed to explain the urgency of any situation that necessitated his signing the QDRO on Antonio's behalf, without his authorization.

[9] A copy of Christina's motion is not in the record before us and, thus, it is unclear whether the QDRO was part of the papers her counsel submitted to the court and that respondent would have received as counsel of record for Antonio in the matter.

With respect to his execution of a false jurat, respondent admitted to the misconduct.

The Hearing Panel's Findings

The hearing panel accepted respondent's admission that he violated RPC 1.5(b) and R. 5:3-5 by failing to provide Antonio with a written fee agreement, and RPC 8.4(c) by executing a false jurat on an amended QDRO stating that Antonio personally appeared before him when, in fact, respondent knew he was the one who signed Antonio's name.

The hearing panel found respondent, who was the only witness to testify at the hearing, to be "a very credible witness," noting that "he was completely forthright, candid, and congenial throughout the hearing."

Specifically, the hearing panel found that, in February 2018, respondent agreed to represent Antonio; however, he failed to provide Antonio with a written retainer agreement. Furthermore, respondent signed Antonio's name to a QDRO and executed the corresponding jurat despite Antonio having not personally appeared before him.

Although the presenter argued that respondent's misconduct warranted a reprimand, the hearing panel concluded that an admonition was the appropriate quantum of discipline, in light of considerable mitigating factors. Specifically,

the panel weighed, in mitigation, that respondent's misconduct had not caused harm to Antonio; he stipulated to his misconduct; his unethical conduct was not motivated by personal gain; and he had no discipline in nearly forty years at the bar.[10] Additionally, the hearing panel found that "the circumstances that led to the alleged violations are unlikely to occur again."

The Parties' Positions Before the Board

Neither respondent nor the presenter submitted a brief for our consideration.

At oral argument before us, the presenter concurred with the hearing panel's findings but emphasized that respondent's explanation regarding the false jurat was "too casual," and did not excuse his execution of it.

Likewise, at oral argument before us, respondent asserted that he did not wish to offer any excuses or justification for his misconduct but wanted to offer his "mea culpa." However, for the first time, respondent admitted that not only had he executed the false jurat indicating that Antonio appeared before him and signed the QDRO, but he explained that he also had backdated the document. Further, he asserted that the conversation in which Antonio granted him

[10] Although it is true that respondent has no attorney disciplinary history, as noted above, the Court reprimanded him, in connection with ACJC I, for misconduct he engaged in as a municipal court judge.

authority to sign his name had occurred prior to his son's death, but that he backdated the document, which is why he contended that his son's death had interfered with his ability to finalize the QDRO.

Analysis and Discipline

Violations of the Rules of Professional Conduct

Following our de novo review of the record, we are satisfied that the hearing panel's findings that respondent violated RPC 1.5(b) and RPC 8.4(c) are supported by clear and convincing evidence.

Specifically, if an attorney has not regularly represented a client, RPC 1.5(b) requires the attorney to communicate, in writing, the basis or rate of the fee to the client before or within a reasonable time after commencing the representation. Respondent admittedly failed to provide Antonio with a written fee agreement, in violation of the Rule. Respondent's belated attempt to justify his violation of the Rule by claiming he believed he did not need to provide Antonio with a written fee agreement because he previously had represented Antonio's son in the son's divorce clearly misconstrues an attorney's obligation to the client under the Rule.

Further, R. 5:3-5 imposes additional requirements pertaining to written fee agreements in civil family actions. Specifically, R. 5:3-5(a) requires the fee

agreement to "have annexed thereto the Statement of Client Rights and Responsibilities in Civil Family Actions" stating, among other requirements: (1) the attorney primarily responsible for the representation and that attorney's hourly rate; (2) a description of the anticipated legal services, including those not encompassed by the agreement, "such as real estate transactions;" (3) the method by which the fee is computed; and (4) the frequency when bills are to be rendered, including when the client is required to make payment. Thus, respondent's failure to provide any written fee agreement to Antonio also violated R. 5:3-5.

It is well-settled that not every violation of a Court Rule rises to the level of an ethics infraction. See In the Matter of Stanley Marcus, DRB 11-014 (June 28, 2011) (dismissing the charge that the attorney violated R. 1:21-7(b) by failing to advise the client that she could retain him on an hourly basis before entering into a contingent fee arrangement with the client, who claimed that she never had intended to retain the attorney on an hourly basis).

However, we have cautioned that, unlike Court Rules that impose page limits or filing and service deadlines in the management of litigation, Court Rules that are designed to protect clients, such as R. 5:3-5, which addresses the limitations on retainer agreements in civil family actions, are different. See In the Matter of Ulysses Isa, DRB 18-065 (August 10, 2018) (we found that the

DEC properly had charged RPC 1.5(b) to capture the attorney's failure to abide by the requirements of R. 5:3-5(a); the client retained the attorney to modify a child custody and visitation order in exchange for a $1,000 flat legal fee; the attorney's retainer agreement, however, violated R. 5:3-5(a) by failing to explain how an award of counsel fees would impact the legal fee; the attorney also failed to execute the retainer agreement and to provide a copy of it to his client), and In re Gourvitz, 200 N.J. 261 (2009) (the attorney's non-refundable retainer fee provision in his matrimonial fee agreements violated both R. 5:3-5(b) and RPC 1.5(b)).

Next, there is no dispute respondent violated RPC 8.4(c). He forged Antonio's name on the amended QDRO – without Antonio's authorization – and then executed a jurat falsely representing that Antonio personally appeared before him. It matters not that Antonio had signed earlier QDROs and that the amended QDRO was substantively similar to QDROs that the plan administrator previously rejected. In fact, in the absence of any facts in the record to establish that there was an urgency with which respondent needed Antonio to sign the QDRO, and Antonio was uncharacteristically refusing to do so, respondent's behavior is even more disturbing. Equally alarming is that the QDRO containing

the forged signature was provided to his adversary and later filed with the court.[11]

Additionally, we are troubled by respondent's inconsistent statements in his verified answer to the formal ethics complaint, as well as his inconsistent testimony. Although he admitted that Antonio did not authorize him to sign his name on the QDRO, he conversely testified that Antonio verbally authorized him to sign the document. It cannot be both. Thereafter, respondent attempted to explain his unethical conduct by stating that there was a need to expeditiously obtain Antonio's signature on the QDRO due to an order the court issued four months earlier and because he would be absent from his office due to his son's death. Furthermore, Christina inexplicably did not sign the QDRO until three months after respondent forged Antonio's name. Finally, he denied knowledge that the court would adopt the forged QDRO, despite Christina or her counsel having a copy of it and despite filing opposition to Christina's motion. Thus, respondent's attempt to provide context for his unethical conduct raises more questions than it answers. However, without more, we cannot conclude that

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[11] RPC 3.3(a)(1) prohibits an attorney from knowingly making false statements of material fact or law to a tribunal. The DEC did not charge respondent with having violated that Rule. However, we may consider the global nature of a respondent's misconduct, even if uncharged, in aggravation. See In re Steiert, 201 N.J. 119 (2014) (evidence of unethical conduct contained in the record can be considered in aggravation, even though such unethical conduct was not charged in the formal ethics complaint).

respondent made misrepresentations to disciplinary authorities. Nevertheless, the record is clear that respondent's execution of a false jurat violated RPC 8.4(c).

In sum, we find that respondent violated RPC 1.5(b) and RPC 8.4(c). The sole issue left for our determination is the appropriate quantum of discipline for respondent's misconduct.

Quantum of Discipline

Although respondent's failure to provide Antonio with a written retainer agreement violated the Rules of Professional Conduct, the crux of his misconduct surrounds his forgery of Antonio's name on the amended QDRO and his execution of a false jurat representing that Antonio had appeared before him.

The Court has long held that the requirements for the execution of jurats and the taking of acknowledgements must be met in all respects. See In re Surgent, 79 N.J. 529, 532 (1979). Attorneys who have taken improper jurats, or signed the names of others, even with authorization, are guilty of misrepresentation, in violation of RPC 8.4(c). See In re Hock, 172 N.J. 349 (2002).

Ordinarily, an admonition or a reprimand is the appropriate form of discipline for an attorney's improper execution of a jurat. When the attorney witnesses and notarizes a document that has not been signed in the attorney's presence, but the document is signed by the proper party or the attorney reasonably believes it has been signed by the proper party, the discipline usually is an admonition. See In the Matter of Nicholas V. DePalma, DRB 12-004 (February 17, 2012) (as a favor to another lawyer, the attorney signed a deed as the preparer, although the other lawyer had prepared it; he also affixed his jurat to the deed and affidavit of title outside the presence of the sellers and in the absence of their signatures; the sellers later signed the affidavit of title; violation of RPC 8.4(c); in mitigation, we considered that (1) the attorney had expressed remorse for his misconduct, (2) his actions were not born of venality but were, rather, a favor for a friend, (3) he had neither obtained personal gain nor received a fee, (4) no harm resulted to the sellers, (5) at the time of the misconduct, he had no prior discipline is his twenty-four years at the bar, and (6) since his misconduct, another thirteen years had passed before his retirement for medical reasons).

However, where, as here, the attorney improperly signs a party's name, reprimands have been imposed. See, e.g., In re Uchendu, 177 N.J. 509 (2003) (the attorney signed the clients' names on documents filed with the Probate

Division of the District of Columbia Superior Court and notarized some of his own signatures on these documents); In re Giusti, 147 N.J. 265 (1997) (the attorney forged the signature of his client on a medical record release form; the attorney then forged the signature of a notary public to the jurat and used the notary's seal); In re Reilly, 143 N.J. 34 (1995) (the attorney improperly witnessed a signature on a power of attorney and then forged a signature on a document). But see In the Matter of Robert Simons, DRB 98-189 (July 28, 1998) (admonition for an attorney who signed a friend's name on an affidavit, notarized the "signature," and then submitted the document to a court; extensive mitigation considered).

Even in the presence of other, non-serious ethics infractions, or aggravating factors such as a disciplinary history, reprimands have been imposed. See, e.g., In re Walrath, 257 N.J. 177 (2024) (the attorney improperly notarized the signatures of four individuals even though he was not in the presence of any of the signatories, in violation of RPC 4.1(a) and RPC 8.4(c); the attorney also engaged in a conflict of interest, in violation of RPC 1.7(a)(2) and RPC 1.8(a); no prior discipline in thirty-year career); In re Bedell, 204 N.J. 596 (2011) (the attorney settled his clients' personal injury matters without their knowledge or authority; he thereafter signed the clients' names on individual releases and then affixed jurats to them in an attempt to legitimize the

documents; the attorney also failed to communicate with the clients by not informing them their matters had been settled; compelling mitigation, including no prior discipline); In re Russell, 201 N.J. 410 (2010) (the attorney notarized a signature on a mortgage that she did not witness, in violation of RPC 8.4(c); although we acknowledged that an admonition is the typical form of discipline for the improper execution of a jurat, when an attorney reasonably believes that the document was signed by the legitimate party, we determined that the attorney's prior admonition warranted enhanced discipline); In re LaRussa, Jr., 188 N.J. 253 (2006) (the attorney improperly directed a wife to sign a husband's name to a release in a personal injury action, witnessed her signing her husband's signature, and then affixed his jurat to the document; no prior discipline).

Conduct involving the failure to memorialize the basis or rate of a fee, as RPC 1.5(b) requires, typically results in an admonition, even if accompanied by other, non-serious ethics offenses. See In the Matter of Robert E. Kingsbury, DRB 21-152 (Oct. 22, 2021) (the attorney failed to set forth the basis of his $1,500 flat legal fee in writing; the attorney also mishandled the client's matter for almost three years before the client retained substitute counsel to complete her matter; in mitigation, the attorney refunded the client, who suffered no ultimate financial harm; no prior discipline).

Here, like the reprimanded attorney in Bedell, in the absence of authorization to sign a document, respondent signed a client's name to a document and then affixed a false jurat in an attempt to legitimize the document. Thus, in our view, a reprimand is the baseline level of discipline for respondent's misconduct. To craft the appropriate discipline in this case, however, we also consider aggravating and mitigating factors.

In aggravation, respondent's statements in his verified answer and his testimony raise serious questions about whether he misrepresented information to disciplinary authorities surrounding his admitted RPC violations. Furthermore, he took no action to prevent the document containing the signature he forged from being disseminated to his adversary or the court.

In mitigation, respondent admitted his unethical conduct and his client was not harmed.

In further mitigation, respondent has no prior attorney discipline in his nearly forty-year-career at the bar. However, in 2015, the Court reprimanded him for his misconduct as a municipal court judge. Therefore, it would be disingenuous to find that respondent has an unblemished disciplinary record and, thus, we accord this factor minimal weight.

Conclusion

On balance, where the aggravating and mitigating factors are in equipoise, we determine that a reprimand is appropriate quantum of discipline necessary to protect the public and preserve the public's confidence in the bar.

Member Campelo was absent.

We further determine to require respondent to reimburse the Disciplinary Oversight Committee for administrative costs and actual expenses incurred in the prosecution of this matter, as provided in R. 1:20-17.

Disciplinary Review Board
Hon. Mary Catherine Cuff, P.J.A.D. (Ret.),
Chair

By: */s/ Timothy M. Ellis*
Timothy M. Ellis
Chief Counsel

SUPREME COURT OF NEW JERSEY
DISCIPLINARY REVIEW BOARD
VOTING RECORD

In the Matter of Antonio Inacio
Docket No. DRB 24-239

Argued: January 16, 2025

Decided: April 9, 2025

Disposition: Reprimand

Members	Reprimand	Absent
Cuff	X	
Boyer	X	
Campelo		X
Hoberman	X	
Menaker	X	
Modu	X	
Petrou	X	
Rodriguez	X	
Spencer	X	
Total:	8	1

/s/ Timothy M. Ellis
Timothy M. Ellis
Chief Counsel