DISCIPLINARY REVIEW BOARD

OF THE

SUPREME COURT OF NEW JERSEY

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June 25, 2026

Heather Joy Baker, Clerk
Supreme Court of New Jersey
P.O. Box 970
Trenton, New Jersey 08625-0962

Re: **In the Matter of Victor A. Amada**
Docket No. DRB 26-153
District Docket No. XIV-2024-208E

Dear Ms. Baker:

The Disciplinary Review Board (the Board) has reviewed the motion for discipline by consent (reprimand or such lesser discipline as the Board deems appropriate) filed by the Office of Attorney Ethics (the OAE) in the above matter, pursuant to R. 1:20-10(b). Following a review of the record, the Board granted the motion and determined that a reprimand is the appropriate quantum of discipline for respondent's violation of RPC 1.15(a) (failing to safeguard client or third-party funds) and RPC 8.4(c) (engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation).

The stipulated facts are as follows. On February 24, 2024, Dawn Woodward contacted Damiano Fracasso, Esq., to represent her in connection with three municipal court summonses. On February 26, 2024, Woodward paid Fracasso a $3,000 flat fee, via credit card, to retain his legal services. Later that same date, Woodward fired Fracasso and retained respondent to represent her in connection with the municipal matters.

Between February 29 and March 7, 2024, Fracasso exchanged text messages with Woodward in an unsuccessful attempt to reach an agreement on a prorated fee to cover the work he had performed on Woodward's matter, including a one-hour telephone conference, filing a notice of appearance, serving discovery demands, and drafting the substitution of attorney.

On or around March 15, 2024, Timothy "Woody" Woodward (Woody), Woodward's husband, sent Fracasso text messages in which he threatened to file an ethics grievance against him if he did not refund the $3,000 and requested that Fracasso provide him with an itemized invoice so that he could pay the earned legal fee by check.

On March 16, 2024, Fracasso sent a letter to respondent at the Post Office box address listed for respondent in the Lawyer's Diary, in which he stated that he had a dispute with the Woodwards concerning his legal fee and enclosed a business account check made payable to "Victor A. Amada New Jersey IOLTA Attorney Trust Account," to be held in trust pending the final determination of the fee dispute, adding "I consider the attached physical check (#1694) my personal property pursuant to RPC 1.15 until you deposit it into your New Jersey IOLTA Attorney Trust Account pursuant to all duties and obligations pertaining thereto and I am entrusting you as a member of the bar to do so."[1] On the memo line of the check, Fracasso wrote "I/T/F Damiano M. Fracasso, Dawn Woodward & Timothy Woodward."

On March 21, 2024, Fracasso sent a follow-up letter to respondent at the address listed on respondent's website, stating that his March 16, 2024 letter was returned because respondent "was no longer accept[ing] mail" at the Post Office box listed in the Lawyer's Diary and no forwarding address existed. Although the follow-up letter did not reiterate the information and instructions detailed in the earlier letter concerning holding the funds in trust, Fracasso

[1] Respondent's attorney trust account (ATA) was a "low-balance" account that did not produce sufficient interest, and thus, it did not contain "IOLTA" in the account designation. Therefore, Fracasso's check written out to an attorney's "IOLTA attorney trust account" could not be deposited in respondent's non-IOLTA ATA.

asserted that he had enclosed the original "still sealed priority mail envelope and its contents" with his follow-up letter. That same date, Woodward's credit card company withdrew $3,000 from Fracasso's attorney business account following her initiation of a dispute with the credit card company, which resulted in the company reversing the transaction.

On March 22, 2024, respondent received Fracasso's follow-up letter along with the check for $3,000. According to the stipulation, respondent left a voicemail for Fracasso seeking clarification concerning the purpose of the check, but he did not receive a response and "assumed [the check] was reimbursement to [the Woodwards]."

Rather than requesting a new check from Fracasso made payable to his ATA, respondent "crossed out" the words "New Jersey IOLTA Attorney Trust Account" and, next to the stricken words, wrote Fracasso's initials "DMF" on the face of the check without Fracasso's consent. Again, without Fracasso's consent, respondent then endorsed the back of the check with "Victor A. Amada Attorney at Law Pay to the Order of Timothy Woodward," and on March 25, 2024, Woody deposited the check.[2]

On April 7, 2024, Fracasso filed an ethics grievance against respondent. In his June 3, 2024 reply to the grievance, respondent maintained that Fracasso's check "arrived with no instructions" and did not come with the March 16, 2024 cover letter. He further indicated that, prior to receiving Fracasso's March 21, 2024 follow-up letter, he was aware that (1) Fracasso had been "dunning [Woody] about getting paid and why Dawn was changing lawyers," (2) the dispute over the fees between respondent and Woody had continued for two or three weeks," and (3) Woody had agreed to pay Fracasso $500, but had not received a credit card refund.

On September 26, 2024, the OAE conducted a demand interview with respondent, during which he admitted to "crossing out" the incorrect words on the check and writing Fracasso's initials next to the handwritten correction to

[2] According to Fracasso, despite having received a full refund of the $3,000 retainer payment by way of the endorsed check, the Woodwards did not withdraw the credit card dispute that resulted in them having received an additional $3,000 via the credit card refund, and Fracasso has not received payment for his legal fees.

the payee, all without Fracasso's consent. He further admitted that he did not obtain Fracasso's consent to endorse the check to Woody, and that he should have returned the check to Fracasso.

Based on the above facts, the parties stipulated, and the Board determined, that respondent violated RPC 1.15(a) and RPC 8.4(c).

Specifically, respondent violated RPC 1.15(a), which requires a lawyer to appropriately safeguard funds belonging to a client or third person. Although there is a dispute as to whether he received Fracasso's March 16, 2021 explanatory letter, the "I/T/F" (in trust for) notation on the memo line on the face of the check clearly indicated that Fracasso and the Woodwards each had an interest in the funds. Nevertheless, without taking any reasonable steps to confirm that the fee dispute had been resolved to the satisfaction of both Fracasso and Woody, and with the knowledge that Woody had agreed to pay Fracasso $500 in legal fees and that Fracasso retained an interest in the funds, respondent improperly endorsed the check to Woody, thereby failing to safeguard the funds, in violation of the Rule.

Next, the Board determined that respondent violated RPC 8.4(c), which prohibits an attorney from engaging "in conduct involving dishonesty, fraud, deceit or misrepresentation." It is well-settled that a violation of this Rule requires a finding that an attorney engaged in a knowing act of deception by clear and convincing evidence. See In the Matter of Ty Hyderally, DRB 11-016 (July 12, 2011). Here, respondent admitted that he violated this Rule by intentionally writing Fracasso's initials on the face of the check without his consent for the purpose of misrepresenting to the bank that Fracasso had made the revision to the payee.

Absent serious aggravation or the presence of knowing misappropriation, the improper disbursement of entrusted funds typically results in an admonition or a reprimand. See In re McKenna, 258 N.J. 398 (2024) (admonition for an attorney who, while acting as an escrow agent, improperly disbursed his $54,312.25 legal fee from $800,000 in escrowed settlement funds; although the attorney's clients consented to the disbursement of his fee, the attorney failed to obtain such authorization from either the Superior Court or the other parties who held an interest in the funds; given that the attorney previously had made multiple, proper escrow disbursements, his failure to seek court approval in connection with the disbursement of his legal fee was reckless; in mitigation, the Board weighed the passage of eight years since the attorney's single improper disbursement and his lack of prior discipline), and In re Casci, 231 N.J. 136 (2017) (reprimand for an attorney who, upon termination of the representation, improperly disbursed $106,700 in escrowed settlement funds to himself, for his legal fee, and the remaining $518,300 in settlement funds to another law firm, in violation of a court order; the attorney ultimately was entitled to retain his improperly disbursed legal fee; in mitigation, the Board weighed the aberrational nature of the misconduct, the lack of injury to the client, and the attorney's mistaken reliance on the representations of replacement counsel in connection with his unauthorized disbursements; no prior discipline).

In matters where the attorney has taken improper jurats, or signed the names of others, even with authorization, reprimands have been imposed. See In re Inacio, 261 N.J. 84 (2025) (the attorney signed his client's name without authorization on an amended Qualified Domestic Relations Order (QDRO), then executed a false jurat indicating that the client had appeared before him and signed the QDRO; the attorney also backdated the document and subsequently submitted it to a court), and 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).

On balance, the Board determined that a reprimand is the appropriate quantum of discipline to protect the public and preserve confidence in the bar.

Enclosed are the following documents:

1. Notice of motion for discipline by consent, dated May 1, 2026.

2. Stipulation of discipline by consent, dated May 1, 2026.

3. Affidavit of consent, dated April 29, 2026.

4. Ethics history, dated June 25, 2026.

Very truly yours,

/s/ Timothy M. Ellis

Timothy M. Ellis
Chief Counsel

TME/knd
Enclosures

c: (w/o enclosures)
Hon. Mary Catherine Cuff, P.J.A.D. (Ret.), Chair
Disciplinary Review Board (e-mail)
Johanna Barba Jones, Director
Office of Attorney Ethics (e-mail and interoffice mail)
Brittany Anne Competello, Deputy Ethics Counsel
Office of Attorney Ethics (e-mail)
Victor A. Amada, Respondent (e-mail and regular mail)
Damiano M. Fracasso, Grievant (regular mail)