

ADMONITION NO. 21-19

CLASSIFICATION:

Conduct Involving Dishonesty, Fraud, Deceit Misrepresentation [Mass. R. Prof. C. 8.4(c)]

SUMMARY:

In the fall of 2018, the respondent passed the Massachusetts Bar. Immediately afterwards, and in recognition of his graduation from law school, the Respondent's mother and stepfather offered to deed their ski condominium to him in return for his agreement to pay any outstanding condo fees. The respondent accepted their offer.

Shortly afterwards, the Respondent's mother obtained a copy of a quit claim deed from a title company that would transfer the condo to the Respondent. At around this time, there also were multiple phone calls between the Respondent, his mother, and his stepfather during which the couple repeated their desire to transfer the condo to the Respondent. Because they lived an hour away from the Respondent, however, they demurred at the idea of having to travel to him so as to sign the deed. They therefore asked the Respondent to sign their names to the deed and to have it notarized. Without reviewing any rules regarding the propriety of signing an instrument on another's behalf, the Respondent agreed to his parent's request.

The Respondent thereafter received a copy of the unsigned deed from his mother. He immediately signed the names of his mother and stepfather to the deed and had it notarized by a notary working at his law firm. A few months later, he recorded the deed. At the time, the Respondent had recently learned that his parents, who had been married for many years, were separating. He was upset and distracted by the news and did not consider reaching out to either his mother or his stepfather about recording the deed. Although they were experiencing marital problems, he treated the recording as nothing more than the final step of a transaction that was agreed to and executed months before.

After the transfer, the Respondent's stepfather filed for divorce. During the proceeding, the stepfather asserted that the transfer of the condo to the Respondent was invalid as evidenced by the fact that he did not personally sign the deed. The parties ultimately resolved the dispute with an agreement that the Respondent return the condo to the marital estate. The parties sold the condo and reimbursed the Respondent for the condo fees.

By signing his parents' names to the deed and causing their signatures to be notarized when they were not present, the Respondent violated Mass. R. Prof. C. 8.4(c). In mitigation, the Respondent was a very inexperienced attorney when he agreed to sign and have notarized a deed on his parent's behalf.

The respondent, who has no prior discipline, received an admonition for his misconduct.