

**NO. BD-2011-079****S.J.C. Order of Term Suspension entered by Justice Duffly on August 2, 2011, with an effective date of September 1, 2011.<sup>1</sup>**

(S.J.C. Judgment of Reinstatement entered by Justice Duffly on December 7, 2011.)

**SUMMARY<sup>2</sup>**

The respondent was duly admitted to practice in the Commonwealth of Massachusetts on June 18, 2002.

In December of 2006, the respondent was married. In the fall of 2007, the respondent and his wife began a house search and in November became interested in a house in West Townsend, MA. The respondent approached an agent for Countrywide Home Loans seeking financing for the purchase of the West Townsend house.

Neither the respondent nor his wife had sufficiently good credit to qualify for a mortgage to purchase the house. In late 2007, the respondent's wife asked her parents whether they would "co-sign" as guarantors a loan to the respondent and herself to help them purchase the house. The wife's parents agreed to co-sign on a mortgage loan to assist their daughter and the respondent to purchase the house.

The respondent undertook to represent his wife's parents in this transaction. The respondent never spoke personally with the parents concerning the real estate transaction effected and all communications with the parents concerning the transaction were through his wife. At no point did the respondent confirm either with his wife or her parents what the parents' understanding was of their role.

The respondent's representation of his wife's parents in this transaction was materially limited by the respondent's own interests in moving into the house without assuming any financial obligation. The parents did not consent after consultation to the respondent's conflict of interest.

In December 2007, the parents executed a power of attorney. In signing the power of attorney, the parents believed and understood that they were only authorizing the respondent to co-sign on their behalf a loan to assist the respondent and his wife in

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<sup>1</sup> The complete Order of the Court is available by contacting the Clerk of the Supreme Judicial Court for Suffolk County.

<sup>2</sup> Compiled by the Board of Bar Overseers based on the record filed with the Supreme Judicial Court.

purchasing the West Townsend property. They also believed and understood that the respondent would be acting as their lawyer in connection with the transaction.

By the end of December 2007, the respondent became aware that a lender would not accept the respondent or his wife as purchasers and that mortgage applications would have to be submitted only in the names of the wife's parents. In January 2008, the respondent applied to Countrywide for mortgage financing for the purchase of the house. The application was made in the names of the parents only as the proposed borrowers and buyers of the property. The respondent did not consult with the parents or inform them of the Countrywide application in their names alone.

In January 2008, the respondent signed on the parents' behalf as buyers a Standard Form Purchase and Sale Agreement concerning the house. The sellers also signed this agreement on the same date. The respondent did not consult with the parents about the terms of the purchase and sale agreement, did not inform them that he had signed it, and did not provide them with a copy of the document.

At some point before the end of January 2008, Countrywide issued a commitment letter for mortgage financing for the purchase of the house. The commitment was to the wife's parents as the sole borrowers and buyers. The respondent did not inform the parents of the mortgage commitment.

In February 2008, the respondent attended the closing as the parents' attorney. The respondent signed a number of documents at the closing on the parents' behalf as buyers and as borrowers. The respondent did not consult with the parents about the closing or any of the documents he signed, did not inform them that he had signed the documents, and did not provide them with a copy of the documents. The respondent's representation of the parents at the closing was materially limited by the respondent's own interests.

The following day, the respondent and his wife moved into the property. After making mortgage payments for a few months, the respondent stopped paying the mortgage in July 2008, and subsequently the mortgage went into default. In or about late August 2009, the parents learned for the first time, when their credit cards were cancelled, that they owned the property and were in substantial default on the mortgage note.

The respondent's conduct in representing his wife's parents, when his representation was materially limited by his own interests, was in violation of Mass. R. Prof. C. 1.7(b) and 8.4(h). The respondent's conduct in signing documents on behalf of the

parents and purchasing a house in their name without ascertaining whether he was acting contrary to their intentions and when the clients did not in fact intend to do more than to co-sign the loan, violated Mass. R. Prof. C. 1.2(a).

The respondent's conduct in signing documents on behalf of the parents without consulting with them about the terms of the power of attorney, without confirming with them their intent in signing the power of attorney without consulting with them about the terms of each of the documents he signed, without informing them that they were the sole borrowers and buyers, and without providing them with copies of all the documents that he signed was in violation of Mass. R. Prof. C. 1.4(a) and (b) and 8.4(h).

The matter came before the Board of Bar Overseers on a stipulation of facts and joint recommendation for a three-month suspension. On June 12, 2011, the Board of Bar Overseers voted unanimously to accept the stipulation and to recommend the agreed-upon disposition to the Supreme Judicial Court. The Court so ordered on August 2, 2011.