

**STEPHEN J. BUONICONTI****Public Reprimand No. 2016-9****Order (public reprimand) entered by the Board on August 25, 2016.****SUMMARY¹**

During the summer of 2004, the respondent entered into an agreement on behalf of his then-wife and himself to purchase a single family home located in Becket, MA, as investment property. The respondent applied for a loan, and a loan commitment was issued by the lender in both of their names. The respondent signed the loan commitment and placed or caused his wife's signature to be placed on the document without a Power of Attorney or other express authorization, direction or consent. The loan commitment was then returned to the lender.

On the day of the scheduled closing, the respondent met with the closing attorney to review the closing documents. The respondent signed the documents in the presence of the closing attorney. The respondent informed the closing attorney that his wife could not attend the closing and suggested that he take the closing documents to his wife to sign and then return them to the closing attorney. The closing attorney agreed and permitted the respondent to take the documents to his wife to obtain her signature.

The respondent took the closing documents from the closing attorney and placed or caused his wife's signatures and/or initials to be placed on the documents without a Power of Attorney or other express authorization, direction or consent. The documents purportedly signed by his wife included a Commercial Demand Note, a Commercial Real Estate Mortgage, a HUD-1 Settlement Statement, a Security Agreement, a Collateral Assignment of Rents and Leases, a Closing Certificate and a Representation and Indemnification Agreement.

Later that day, the respondent returned the documents to the closing attorney representing that they had been signed by his wife. Believing that the respondent's wife had signed the documents, the closing attorney notarized the wife's purported signatures outside of her presence, recorded the closing documents as necessary and forwarded the closing documents to the lender.

In October of 2007, the lender prepared an Agreement for Revision of Terms of Note related to the Becket, MA property for the signatures of respondent and his wife. The respondent signed the agreement and placed or caused his wife's signature to be placed on the document without a Power of Attorney or other express authorization, direction or consent. The respondent then returned the signed agreement to the lender.

By placing or causing his wife's signature to be placed on the documents referenced above without her express authorization, direction or consent, and knowing that certain of the documents would have to be notarized, the respondent violated Mass. R. Prof. C. 8.4(c) and (h). By presenting documents to the closing attorney as if his wife's signature was authentic, the respondent violated Mass. R. Prof. C. 8.4(c) and (h).

¹ Compiled by the Board of Bar Overseers based on the record of proceedings before the board.

In mitigation, there was no harm to the wife or the lender as a result of the transaction. The respondent made regular payments to the lender. Later, in connection with their divorce, the wife transferred title to the property to the respondent, who assumed full responsibility for the mortgage.

The respondent was admitted to the bar of Massachusetts in 1996 and has no disciplinary history.

On June 23, 2016, bar counsel commenced disciplinary proceedings before the Board of Bar Overseers by filing a petition for discipline. On the same date, bar counsel and the respondent filed Respondent's Answer to Petition for Discipline and Stipulation of the Parties in which the parties recommended that the respondent receive a public reprimand. On July 11, 2016, the Board of Bar Overseers accepted the parties' recommendation and imposed a public reprimand.