

People v. Robert E. Abrams. 21PDJ044. July 16, 2021.

The Presiding Disciplinary Judge approved the parties' conditional admission of misconduct and publicly censured Robert E. Abrams (attorney registration number 37950). The public censure took effect July 16, 2021.

Beginning in June 2019, Abrams represented a client in her dissolution of marriage case. By August 2019, Abram's client could no longer pay him. He agreed not to withdraw if his client signed an attorney's lien against her equity in the marital home. A lawyer at Abrams's firm drafted an agreement purporting to be an attorney's lien that secured all future fees, costs, interests, and late charges against the title to the home. The client signed the agreement. Abrams did not obtain his client's written and informed consent to his role in the transaction or advise her to seek independent legal counsel before entering the agreement. After filing a notice of attorney's lien with the court, Abrams recorded the agreement as an attorney's lien with the county clerk and recorder's office. In October 2019, the court issued permanent orders in the case and divided the responsibility for Abrams's fees between his client and the other party. Under the order, the other party was to submit payment for Abrams's fees to his client rather than to him directly. Soon after, Abrams moved to withdraw except as to fee collection, notifying the court that he had recorded the attorney's lien. In February 2020, he asked the court to amend the permanent orders to allow him to collect his fees directly from the other party and to reduce the order to judgment. The court denied the motion and noted that Abrams's firm had an attorney's lien which it could enforce. In July 2020, Abrams sought an order to reduce the attorney's lien to a judgment, asking for an amount that exceeded the fees addressed in the court's permanent orders. Abrams's client and opposing counsel objected, and the court set the matter for a hearing in October 2020. But two weeks before the hearing, Abrams's client and her ex-husband sold the marital home. The title company contacted Abrams about the recorded lien and paid his firm, even though the court had not yet ruled on his motion to reduce the lien to a judgment. Although the money paid on the lien was in dispute, Abrams did not deposit the funds from the title company into his trust account pending the court's ruling. At the hearing, Abrams's counsel told the court that the matter was resolved because the marital home had been sold and Abrams's firm had been paid in full. Relying on those representations, the court stated that the matter was concluded, in essence granting Abrams's motion without actually entering a judgment in his favor.

Through this conduct, Abrams violated Colo. RPC 1.8(a) (a lawyer shall not enter into a business transaction with a client unless the client is advised to seek independent legal counsel and the client gives written informed consent to the transaction); Colo. RPC 1.15A(a) (a lawyer shall hold client property separate from the lawyer's own property); Colo. RPC 1.15A(c) (a lawyer shall keep separate any property in which two or more persons claim an interest until there is a resolution of the claims); and Colo. RPC 8.4(d) (a lawyer shall not engage in conduct prejudicial to the administration of justice).

The case file is public per C.R.C.P. 251.31.