

People v. Carl Julian Ream. 17PDJo27. August 2, 2017.

The Presiding Disciplinary Judge approved the parties' conditional admission of misconduct and publicly censured Carl Julian Ream (attorney registration number 19397), effective August 2, 2017.

In 2012, Ream was hired to represent a homeowner in a dispute with her homeowner's association ("HOA"). Ream discovered that in 2007 the homeowner had transferred her home's title to her daughter via a quitclaim deed. Ream advised his client that he would need either to represent the daughter—who lived in Washington—in the dispute involving the HOA or to have the daughter transfer the title back to her mother.

Ream spoke with the daughter on the telephone, and she told him that she wanted nothing to do with the property. Ream drafted a quitclaim deed transferring title back to his client, and he gave his client the deed to send to her daughter. Ream's client presented him with the signed quitclaim deed a few days later along with a copy of her daughter's driver's license. Ream then notarized the quitclaim deed. In doing so, he falsely attested that the daughter had signed the deed in his presence, thereby violating C.R.S. section 12-55-110(4). Ream recorded the deed.

In 2014, a lender foreclosed on Ream's client's house. The lender named the mother and the daughter in the foreclosure action because they both were listed on the mortgage. Ream's client had since been deported and the lender contacted the daughter to discuss purchasing the property directly from her. When he mentioned the earlier-recorded quitclaim deed, the daughter said that she never signed the deed and that she believed her signature was forged. Ream later verified that the daughter had not personally appeared before him to sign the document, but he stated that she verified her identity over the telephone and expressed a desire to sign the document. The deed prevented the lender from obtaining clear title on the home, so the lender had to purchase the home through a foreclosure sale rather than directly from the homeowners, costing the lender an additional \$25,000.00.

In this matter, Ream violated Colo. RPC 1.5(b) (a lawyer shall inform a client in writing about the lawyer's fees and expenses within a reasonable time after being retained, if the lawyer has not regularly represented the client); Colo. RPC 4.1(a) (a lawyer shall not, in the course of representing a client, knowingly make a false statement of material law or fact to a third person); Colo. RPC 8.4(b) (a lawyer shall not commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects); and Colo. RPC 8.4(c) (a lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation).