

People v. James Peter Andrews. 18PDJ034. July 10, 2018.

The Presiding Disciplinary Judge approved the parties' conditional admission of misconduct and suspended James Peter Andrews (attorney registration number 38894) for six months, all stayed upon successful completion of a two-year period of probation, effective July 10, 2018. The probationary requirements include practice monitoring, financial monitoring, completion of ethics school, and completion of a self-audit.

Andrews committed misconduct between 2014 and 2016 in the course of representing several members of his church community. In 2013, Andrews helped one of those members, J.W., to avoid foreclosure on his grandmother's house in Buena Vista. In spring 2014, J.W. received a second notice of foreclosure. Through recent estate planning work for J.M.—also part of the church community—Andrews knew that J.M. and N.Y., who were close friends, were looking for an investment property. Andrews gave J.W. and N.Y. legal advice about a solution he structured, whereby J.M. and N.Y. would purchase the house, allow J.W. to live there rent-free for one year, and give J.W. the right of first refusal on any sale. Andrews formed attorney-client relationships with all three individuals.

In July 2014, Andrews deposited N.Y.'s \$110,000.00 payment for the house into his trust account. The next month, he used a portion of that money to cure the foreclosure, though he lacked N.Y.'s express authority to do so. Andrews took this step before N.Y. and J.W. had executed a buy/sell contract for the house, thereby placing the funds at risk. The day after curing the foreclosure, Andrews presented J.W. with a buy/sell contract that was partially inaccurate and lacking many critical terms. J.W. and N.Y. both soon signed the contract, though J.W. did not fully understand the transaction's structure and N.Y. did not understand that he would have to wait at least a year to obtain the deed on the house. Sometime around or after the time he signing of the buy/sell contract, Andrews gave N.Y. and J.W. a purported waiver of conflict, which they also signed. But the waiver was confusing, it did not explain the risks inherent in the conflict, and it was ineffective because Andrews did not timely provide it to his clients.

In 2015, Andrews failed to obtain a release for a lien on the house after the lien had been satisfied. Ultimately, J.W. and N.Y. became embroiled in a dispute over ownership of the house. Andrews gave N.Y. advice about the dispute. J.W. fired Andrews in October 2016, and in December 2016 Andrews withdrew from representing N.Y. based on conflicts of interest.

Through this conduct, Andrews violated Colo. RPC 1.1 (a lawyer shall competently represent a client); Colo. RPC 1.2(a) (a lawyer must abide by the client's decisions concerning the objectives of a case and consult with the client regarding the means to achieve the objectives); Colo. RPC 1.3 (a lawyer shall act with reasonable diligence and promptness when representing a client); Colo. RPC 1.4(b) (a lawyer shall explain a matter so as to permit the client to make informed decisions regarding the representation); and Colo. RPC 1.7(a) (restricting the circumstances in which a lawyer may represent a client if the representation involves a concurrent conflict of interest).