

People v. Jared Eugene Berg, 26PDJ23, June 22, 2026.

The Presiding Disciplinary Judge approved the parties' stipulation to discipline and disbarred Jared Eugene Berg (attorney registration number 35757). Berg's disbarment takes effect on July 20, 2026.

A client retained Berg to recover damages from injuries sustained in a bar fight in Denver. Berg filed a civil lawsuit on the client's behalf, naming two different defendants. Later, Berg dismissed claims against one of the defendants but did not inform the client of the dismissed claims.

Before trial, Berg and counsel for the remaining defendant settled the case. The remaining defendant agreed to pay the client \$6,500.00 in exchange for a release of claims, among other terms. Berg did not inform his client of the proposed settlement. He also did not obtain the client's informed consent to the settlement's terms. Counsel for the remaining defendant sent Berg a proposed settlement agreement, but Berg neither informed the client of the proposed resolution nor presented the settlement agreement to his client for review and approval.

Berg forged his client's signature on the settlement agreement. The settlement agreement contained a notary block next to the client's signature line. Berg, who is not a notary, then used a notary stamp belonging to a notary to stamp the signature page and forged the notary's signature on the notary signature line. Berg did not inform his client of these actions and returned the settlement agreement with the forged signatures to the defendant's counsel.

Berg received the \$6,500.00 settlement payment on his client's behalf and put the funds in a trust account on July 15, 2022. Berg did not inform his client that he had received the settlement funds. Thereafter, Berg transferred funds from the settlement out of his trust account and used the funds for his personal purposes and matters. Although Berg may have been entitled to keep some of the settlement proceeds based on his contingency fee agreement with the client, Berg knew that he transferred more money out of trust than he was entitled to take for himself. By the end of 2022, Berg's trust account had fallen to \$437.17. Berg's client did not learn about the settlement until 2025. After the client learned about the settlement, Berg paid the client \$6,500.00.

Through this conduct, Berg violated 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 1.4(a)(1) (a lawyer must promptly inform the client of any decision or circumstance as to which the client's informed consent is required); Colo. RPC 1.4(a)(3) (a lawyer must keep a client reasonably informed about the status of the matter); Colo. RPC 1.15A(a) (a lawyer must hold client property separate from the lawyer's own property); Colo. RPC 1.15A(b) (on receiving funds or other property of a client, a lawyer must promptly deliver to the client any funds or property that person is entitled to receive); and Colo. RPC 8.4(c) (providing that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation).

The case file is public per C.R.C.P. 242.41(a).