

People v. Bernadette Teresa Gonzales. 19PDJ065. September 03, 2019.

The Presiding Disciplinary Judge approved the parties' conditional admission of misconduct and suspended Bernadette Teresa Gonzales (attorney registration number 31676) for ninety days, all to be stayed upon successful completion of probation. The probation took effect September 3, 2019.

Gonzales, a solo practitioner, was hired by a woman to represent her step-grandson in pending criminal and dependency and neglect proceedings against him. No formal fee agreement was executed, and the precise scope of representation for which Gonzales was retained is disputed by the parties. The parties also dispute whether lawyer-client confidentiality had been waived to allow Gonzales to communicate with the step-grandmother, and if so, to what extent. Gonzales was paid \$1,000.00 at the outset of representation, which she deposited into her operating account. Gonzales did not provide an accounting of the funds when the step-grandmother so requested several months later, believing it would have breached client confidentiality. At the time the \$1,000.00 was deposited into Gonzales's operating account, she had spent less than two hours on the matter.

In another matter, Gonzales represented a client in her divorce proceeding. Gonzales did not have a written fee agreement, nor did she provide the client any other written basis of her fee. Near the beginning of representation, Gonzales deposited two payments made by the client, each for \$1,000.00, directly into her operating account. Gonzales billed the client on an hourly fee basis, ultimately incurring fees totaling more than the amount deposited. She had not, however, performed work equal to the amount of the deposits at the time they were placed in the operating account.

Through this conduct, Gonzales violated Colo. RPC 1.2(c) (a lawyer may limit the scope of representation so long as the limitation is reasonable and the client gives informed consent); 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 1.8(f) (a lawyer shall not accept compensation for representing a client from someone other than the client unless the client gives informed consent); 1.15A(a) (a lawyer shall hold client property separate from the lawyer's own property); and 1.16(d) (a lawyer shall protect a client's interests upon termination of the representation, including by giving reasonable notice to the client and returning unearned fees and any papers and property to which the client is entitled).

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