People v. Matthew Patrick Lund-Brown. 22PDJ059. April 6, 2023.

After entering an order of default for failure to participate in the disciplinary proceeding, the Presiding Disciplinary Judge held a sanctions hearing and disbarred Matthew Patrick Lund-Brown (attorney registration number 49609) from the practice of law in Colorado, effective May 11, 2023. In addition, Lund-Brown must pay restitution of $1,425.00.

In three client matters, Lund-Brown failed to act with reasonable diligence and communication, abandoning his clients. Lund-Brown also ran afoul of flat-fee agreement rules, failed to maintain required financial records, improperly charged a nonrefundable fee, operated his law practice without a trust account, failed to maintain client case files, and did not exercise appropriate supervisory oversight over a nonlawyer assistant. Finally, Lund-Brown treated his clients' advance deposit as earned, thereby converting their funds to his own use.

Lund-Brown's conduct violated Colo. RPC 1.3 (a lawyer must act with reasonable diligence and promptness in representing a client); Colo. RPC 1.4(a)(3) (a lawyer must keep the client reasonably informed about the status of the matter); Colo. RPC 1.5(f) (fees are not earned until a lawyer confers a benefit or performs a legal service for the client); Colo. RPC 1.5(g) (a lawyer must not charge nonrefundable fees or retainers); Colo. RPC 1.5(h)(1) (a lawyer must include specific benchmarks for earning a portion of a flat fee, if any portion is to be earned before conclusion of the representation); Colo. RPC 1.15A(a) (a lawyer must hold property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own property); Colo. RPC 1.15B(a)(1) (a lawyer must maintain a trust account or accounts, separate from any business and personal accounts into which the lawyer must deposit any advance payment of fees that have not been earned); Colo. RPC 1.15D (a lawyer must maintain in a current status and retain for seven years required financial records); Colo. RPC 1.16(d) (on termination of the representation, a lawyer must take steps to the extent reasonably practicable to protect a client's interests); Colo. RPC 1.16A(a) (a lawyer in private practice must retain a client's files unless the lawyer gives the file to the client, the client authorizes the destruction, or the lawyer has notified the client in writing of the intention to destroy the file); Colo. RPC 5.3(c) (a lawyer is responsible a nonlawyer's conduct over which the lawyer has direct supervisory authority when that nonlawyer's conduct would violate the Rules of Professional Conduct if engaged in by a lawyer and if the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved); and Colo. RPC 8.4(c) (it is professional misconduct for a lawyer to engage in conduct involving dishonesty, deceit, fraud or misrepresentation).

The case file is public per C.R.C.P. 242.41(a). Please see the full opinion below.

SUPREME COURT, STATE OF COLORADO ORIGINAL PROCEEDING IN DISCIPLINE BEFORE THE OFFICE OF THE PRESIDING DISCIPLINARY JUDGE 1300 BROADWAY, SUITE 250 DENVER, CO 80203	
Complainant: THE PEOPLE OF THE STATE OF COLORADO **Respondent:** MATTHEW PATRICK LUND-BROWN, #49609	Case Number: **22PDJ059**
OPINION IMPOSING SANCTIONS UNDER C.R.C.P. 242.31(b)	

Matthew Patrick Lund-Brown ("Respondent") converted client funds, abandoned his clients, and abandoned his law practice. Respondent therefore acted in derogation of the fundamental assurances associated with a license to practice law: "that the lawyer who holds the license will perform basic legal tasks honestly and without undue delay, in accordance with the highest standards of professional conduct." [1] Respondent must be disbarred.

I. PROCEDURAL HISTORY

On October 19, 2022, Jody M. McGuirk of the Office of Attorney Regulation Counsel ("the People") filed a complaint with the Presiding Disciplinary Judge ("the Court"). Respondent did not answer or otherwise evince an intention to participate in the proceeding. On December 14, 2022, the People moved for entry of default. Respondent did not respond, and the Court granted the People's default motion on January 10, 2023, deeming all allegations and claims in the complaint admitted.

On January 18, 2023, after setting the case for a sanctions hearing, the Court issued a "Notice of Sanctions Hearing Under C.R.C.P. 242.27(c)," advising Respondent of his right to attend the sanctions hearing, to be represented by counsel at his own expense, to cross-examine witnesses, and to present argument and evidence about the appropriate sanction.

On February 13, 2023, the Court granted the People's uncontroverted motion to present absentee testimony from complaining witness Jon Berglund. Because the Court does not currently have the technological capability to receive telephonic testimony, the Court ordered that the entire sanctions hearing be held via the Zoom videoconferencing platform. Also on February 13, 2023, the Court issued an "Amended Notice of Sanctions Hearing Under

[1] *People ex rel. Silverman v. Anderson*, 612 P.2d 94, 95 (Colo. 1980).

C.R.C.P. 242.27(c)," again advising Respondent of his rights and providing the parties details about the remote hearing via Zoom.

On March 3, 2023, the Court held a sanctions hearing via Zoom under C.R.C.P. 242.27(b) and 242.30. McGuirk represented the People; Respondent did not appear. During the hearing, the Court heard testimony from T'Christopher Gardner, R.P., and Jon Berglund. The People did not introduce any exhibits into evidence.

II. ESTABLISHED FACTS AND RULE VIOLATIONS

The Court adopts and incorporates by reference the facts of this case, as fully detailed in the admitted complaint. Respondent was admitted to the practice of law in Colorado on May 31, 2016, under attorney registration number 49609. He is thus subject to the jurisdiction of the Colorado Supreme Court and the Court in this disciplinary proceeding.[2]

The Gardner Matter

On March 2, 2021, Terry Christopher Gardner retained Respondent and his law firm, Lund-Brown Legal Services, LLC, to legally change his name to T'Christopher Cody Gardner. Respondent filed Gardner's petition for name change in El Paso County District Court on June 25, 2021. Respondent listed the name in the petition as T'Christopher Cory Gardner, not T'Christopher Cody Gardner as requested.

On June 29, 2021, the district court entered a "Public Notice for Change of Name, Final Decree for Change of Name, and Order for Publication for Change of Name" with the name of T'Christopher Cory Gardner. On July 17, 2021, Respondent published Gardner's name change in the Colorado Springs Gazette. The same day, Gardner saw the mistake in his middle name in the Colorado Springs Gazette. Gardner immediately tried to contact Respondent about the mistake, but he could not reach anyone, and no one responded to an email he sent.

Gardner sent Respondent a second email about the mistake on July 28, 2021. Gardner also called Respondent's law office. That day, Gardner spoke with an individual at Respondent's law office who told Gardner that they would take care of the mistake. This was the last conversation Gardner had with anyone at Respondent's firm. Gardner tried to reach Respondent or someone at his law office for the next several months. Eventually Respondent's law firm telephone number was disconnected.

Respondent began closing his law firm on September 1, 2021. He did not notify his clients that he was closing his law firm. Respondent claims he tasked an assistant to send out notices of the closure, but he did not supervise the assistant in doing so. Gardner did not receive notice that Respondent's law firm was closing. Respondent's law firm was closed by October 1, 2021.

[2] C.R.C.P. 242.1.

Because Gardner never heard anything from Respondent, Gardner filed his own pro se motion to correct the name change. On November 3, 2021, the district court issued a "Case Management Order," which stated that the case had been closed because the newspaper publication was not filed with the court, that Respondent was still listed as counsel of record, and that if Respondent wished to withdraw he must notify the court and his client. As of the date of the complaint in this case, Gardner remained unsure if his name was changed incorrectly or not at all.

Respondent did not maintain any financial records from Gardner's case. Moreover, Respondent did not maintain a case file or documents for Gardner's case, nor did he provide to Gardner the case file or documents from the case.

The Martin Matter

In May 2021, R.P. retained Respondent and his law firm to assist with a name change matter. R.P. signed a flat fee agreement for $250.00 with Respondent. The flat fee agreement stated that "no refunds are available."

Respondent filed the name change proceeding for R.P. in Arapahoe County Court on May 14, 2021. On August 3, 2021, Respondent attended a hearing with R.P. at which R.P.'s name change was granted pending publication and notice of proof of service. Respondent was ordered to file the proof of service by September 2, 2021, but he failed to do so.

Respondent began closing his law firm on September 1, 2021. Respondent did not notify his clients he was closing his law firm. He claims he tasked an assistant to send out notices of the closure, but he did not supervise the assistant in doing so. R.P. did not receive notice that Respondent's law firm was closing. Respondent's law firm was closed by October 1, 2021.

R.P. tried to contact Respondent and his law firm by email and telephone after September 2, 2021. R.P. never got a response, and the telephone number for Respondent's law firm was disconnected. R.P. did not receive any court documents from Respondent concerning the name change.

R.P. contacted a nonprofit organization for help with the name change matter and was put in contact with lawyer Jodi S. Martin. Martin tried to reach Respondent at his office telephone number, but it was disconnected. Martin then discovered another telephone number and email for Respondent on an active case, where he was listed as a lawyer with a different law firm, New Leaf Family Law.

On Thursday, September 23, 2021, Martin emailed Respondent at his new email address; Respondent called her the same day. Respondent told Martin that he had closed his firm, that he had issued all the notices and authorized all the filings in the R.P. matter, and that he thought the matter had been completed. Respondent claimed to possess all the notices and filings, and

he told Martin that he would provide the documents to her the following Monday. Martin emailed Respondent a substitution of counsel on September 23, 2021, and Respondent signed and returned it the same day. Respondent never sent the notices and filings to Martin. Nor did he respond to Martin's further emails or telephone calls.

On September 28, 2021, Martin filed the substitution of counsel and a moved for an extension of time to comply with the court's order. The order was granted. Martin completed the publication and proof of service in R.P.'s matter, and a decree was issued on October 11, 2021, completing R.P.'s name change.

Respondent did not maintain any financial records from R.P.'s matter. Although Respondent had a copy of the fee agreement from the R.P. matter, he otherwise did not maintain a case file for R.P.

The Rutherford Matter

Jon Berglund hired Respondent and his law firm in July 2021 to assist with the Berglund family's trust. Jon Berglund, along with his siblings Cynthia Berglund and Peter Berglund, inherited money from their mother in three living trusts, and they wished to combine the trusts. The Berglunds paid Respondent $1,425.00 on August 17, 2021, which was one-half of the $3,000.00 flat fee they agreed upon for his services, minus a three-percent discount for paying in cash.

Respondent and the Berglunds did not sign a flat fee agreement, but Respondent did send a "Payment Plan Options" information sheet to the Berglunds that listed fees Respondent charged for certain services. The sheet did not contain any benchmarks or information about when Respondent would earn a portion of the flat fee, as tied to his completion of named tasks or specified events. Further, the sheet did not contain information about whether Respondent would earn a portion of the flat fee if he was terminated before completing certain tasks or specified events.

As Respondent and the Berglunds agreed, the first half of the flat fee was to review the trusts and discuss with the Berglunds how to combine their trusts. The second half of the flat fee was due after the trusts were completed. Respondent put the Berglunds' money in a personal account, not a trust account. In 2021, Respondent did not have a trust account for his law firm.

After the Berglunds paid Respondent the first half of the flat fee, they emailed and called him multiple times to see if he had reviewed the documentation and was ready to discuss combining the trusts, but neither Respondent nor anyone at his law firm ever responded.

Respondent began closing his law firm on September 1, 2021. Respondent did not notify the Berglunds that he was closing his firm. Respondent claims he tasked an assistant to send out notices of the closure, but he did not supervise the assistant in doing so. The Berglunds did not

receive notice that Respondent was closing his firm. Respondent's firm was closed by October 1, 2021.

On September 10, 2021, the Berglunds contacted the Rutherford Law Center, seeking counsel to replace Respondent. On September 13, 2021, the Rutherford Law Center called and emailed Respondent about the Berglunds' matter. Respondent did not respond. The following day, the Berglunds mailed and emailed a termination letter to Respondent at his law firm's address, requesting a refund of unearned fees and a return of their file. Respondent has not returned any of the $1,425.00 the Berglunds paid him on August 17, 2021, nor has he returned their file.

Respondent did not maintain any financial records from the Berglund matter. Nor did he maintain any documentation or a case file for the Berglund matter.

Through his misconduct in these three cases, Respondent violated thirteen Colorado Rules of Professional Conduct:

- Respondent violated Colo. RPC 1.3, which requires a lawyer to act with reasonable diligence and promptness in representing a client, by failing to perform the work for which he was hired by his clients. Respondent violated this rule in the Gardner, Martin, and Rutherford matters.

- In all three matters, Respondent violated Colo. RPC 1.4(a)(3), which requires a lawyer to keep the client reasonably informed about the status of their legal matter, by failing to communicate with his clients about the status of their cases and by failing to tell his clients he was closing his practice.

- Respondent violated Colo. RPC 1.5(f), which provides that fees are not earned until a lawyer confers a benefit or performs a legal service for the client. Respondent violated this rule by depositing the Berglunds' retainer into his personal bank account, rather than into a trust account, before he did any work in the matter.

- Respondent violated Colo. RPC 1.5(g), which prohibits nonrefundable fees and nonrefundable retainers, by providing R.P. with a fee agreement that included the language, "no refunds are available."

- Respondent violated Colo. RPC 1.5(h)(1)(iii), which provides that the terms of a flat fee must be communicated in writing to a client and must state "the amount to be earned upon specific tasks or the occurrence of specified events," if "any portion of a flat fee is to be earned by the lawyer before conclusion of the representation." Respondent violated this rule in the Rutherford matter, since the "Payment Plan Option Sheet" that he sent to the Berglunds did not contain any information about the specific tasks he had to complete before he earned a portion of the Berglunds' flat fee.

- Respondent violated Colo. RPC 1.5(h)(1)(iv), which provides that the terms of a flat-fee agreement must be conveyed in writing to a client and contain "the amount or the method of calculating the fees the lawyer earns, if any, should the representation terminate before completion of the specific tasks or the occurrence of specified events." Respondent violated this rule because the "Payment Plan Option Sheet" he sent the Berglunds did not contain any of this required information.

- Respondent violated Colo. RPC 1.15A(a), which provides that a lawyer must hold property of clients separate from the lawyer's own property and in trust accounts that comply with Colo. RPC 1.15B. Respondent violated this rule in the Rutherford matter by failing to keep the Berglunds' funds in a trust account.

- Respondent violated Colo. RPC 1.15B(a)(1), which states, in pertinent part, that a lawyer must maintain a "trust account or accounts, separate from any business and personal accounts" into which the lawyer must deposit "any advance payment of fees that have not been earned." Respondent violated this rule in the Rutherford matter because he did not maintain a trust account into which he could deposit the Berglunds' unearned $1,425.00 advance.

- Respondent violated Colo. RPC 1.15D, which requires a lawyer to "maintain in a current status and retain for seven years certain financial records," including records of funds held in trust accounts or any other accounts in which client funds are kept, along with records of disbursing those funds. Respondent violated this rule by failing to maintain appropriate records of the funds and disbursements from any bank account he used in the Gardner, Martin, and Rutherford matters. He also violated this rule by failing to keep the required records in those cases for seven years.

- Respondent violated Colo. RPC 1.16(d), which provides that on termination of a representation, a lawyer must "take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred." Respondent violated this rule by failing to give reasonable notice that he was terminating his representation in the Gardner, Martin, and Rutherford cases; by failing to surrender papers and property that the clients were entitled to have in the Gardner, Martin, and Rutherford cases; and by failing to refund the unearned advance fee in the Rutherford case.

- Respondent violated Colo. RPC 1.16A(a), which states that a lawyer in private practice must "retain a client's files respecting a matter unless: (1) the lawyer delivers the file to the client or the client authorizes destruction of the file in writing signed by the client and there are no pending or threatened legal proceedings known to the lawyer that relate to the matter; or (2) the lawyer has given written notice to the client of the lawyer's intention to destroy the file on or after a date stated in the notice, which date shall not

be less than thirty days after the date of the notice, and there are no pending or threatened legal proceedings known to the lawyer that relate to the matter." Respondent violated this rule because he did not retain the case file in the Gardner, Martin, or Rutherford matters. Nor did he notify the clients in these matters that he would cease to maintain the files.

- Respondent violated Colo. RPC 5.3(c), which states that a lawyer is responsible a nonlawyer's conduct over which the lawyer has direct supervisory authority when that nonlawyer's conduct would violate the Rules of Professional Conduct if engaged in by a lawyer and if "the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved." Respondent violated this rule because he ordered an assistant to send out notices to his clients that he was closing his firm but did not supervise the assistant in sending the notices or verify that this task had been completed. As a result, in the Gardner, Martin, and Rutherford matters, Respondent's assistant did not send out notices that Respondent was closing his law firm and terminating his representation. Respondent thereby contravened Colo. RPC 5.3(c).

- Respondent violated Colo. RPC 8.4(c), which states, in pertinent part, that it is professional misconduct for a lawyer to "engage in conduct involving dishonesty, fraud, deceit, or misrepresentation." Respondent violated this rule by knowingly converting the Berglunds' funds by immediately placing those funds into his personal account and treating the funds as his own, knowing that the funds belonged to the Berglunds because he had not earned them, and knowing that the Berglunds had not authorized him to take the funds before he had earned them.

III. SANCTIONS

The American Bar Association *Standards for Imposing Lawyer Sanctions* ("ABA *Standards*")[3] and Colorado Supreme Court case law guide the imposition of sanctions for lawyer misconduct.[4] When deciding on a sanction after finding of lawyer misconduct, the Court must consider the duty the lawyer violated, the lawyer's mental state, and the actual or potential injury the lawyer's misconduct caused. These three variables yield a presumptive sanction that the Court may then adjust based on aggravating and mitigating factors.

ABA *Standard* 3.0 – Duty, Mental State, and Injury

Duty. Respondent violated his duties to his clients, including his duties of loyalty, diligence, and communication. He also breached his client-centered duties to provide notice of the basis and rate of his fees, to keep adequate records and maintain files, and to protect his clients' interests on termination. Most egregious, he failed to safeguard his clients' property by

[3] Found in ABA *Annotated Standards for Imposing Lawyer Sanctions* (2d ed. 2019).
[4] *See In re Roose*, 69 P.3d 43, 46-47 (Colo. 2003).

knowingly converting the Berglunds' advance fee. Respondent also violated his duties as a professional when he failed to notify his clients that he was winding down his law practice.

Mental State: The Court finds that Respondent acted knowingly when he committed each act of misconduct.

Injury: Respondent caused serious injury and potentially serious injury to his clients as well as to the reputation of lawyers generally.

At the hearing, Gardner testified that it meant a lot to him to change his name. Gardner said that he had been known as T'Chris since he was in high school, that he did not like being referred to by his prior first name, and that he expected the name-change process would be simple. Gardner testified that he learned about Respondent through an LGBTQ+ Meetup group, which led Gardner to trust that Respondent could help him. The process, said Gardner, began in May 2021 but was not resolved until February 2023, when another lawyer completed his name change. Gardner testified that Respondent's abandonment diminished Gardner's perception of the legal profession; he likened Respondent to a television caricature of a bumbling lawyer who is solely out to make money from his clients.

R.P., who also hired Respondent to help her with her name change, explained that, following transition, she sought to legally change her name to comport with her gender identity. The Court perceives that, for R.P., changing her name was an important part of validating her identity. R.P. testified that she was distressed that Respondent abandoned her, which left her feeling frustrated, anxious, lost, and unsure what to do next. R.P. believes that Respondent's dereliction significantly delayed the process of securing her Veterans Administration benefits, which remain associated with her deadname.[5] R.P. also explained that she suffers from mental health conditions, so Respondent's failure to help her caused her additional anguish. Finally, R.P. testified that this process has undermined her faith in lawyers, including lawyers she has hired for other legal issues. R.P. said she now constantly checks up on her lawyers to ensure that they complete the work she has hired them to do.

Berglund testified that he, too, was injured by Respondent's misconduct. He explained that his mother's trust paid Respondent $1,425.00 in August 2021 to complete revisions on the trust, with another payment of $1,425.00 to be paid when Respondent completed the work. According to Berglund, Respondent committed to completing the revisions within two weeks. Berglund said that neither he nor anyone in his family heard from Respondent again after they made the initial payment. Berglund reported that he is frustrated and financially burdened by Respondent's abandonment; he and his family members had to retain another lawyer for $3,500.00, against which the lawyer charges hourly.

[5] *See* https://www.merriam-webster.com/dictionary/deadname ("The name that a transgender person was given at birth and no longer uses upon transitioning.").

ABA *Standards* 4.0-7.0 – Presumptive Sanction

Under ABA *Standard* 4.11, disbarment is generally appropriate when a lawyer knowingly converts client property, thereby causing a client injury or potential injury. Likewise, disbarment is presumed under ABA *Standard* 4.41 when a lawyer (a) abandons the practice of law and causes serious or potentially serious injury to a client; (b) knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or (c) engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client. Finally, ABA *Standard* 7.2 provides that suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional, such as terminating representation without giving clients notice, and causes injury or potential injury to a client, the public, or the legal system.

ABA *Standard* 9.0 – Aggravating and Mitigating Factors

Aggravating factors include any considerations that justify an increase in the degree of the sanction to be imposed, while mitigating factors warrant a reduction in the severity of the sanction.[6] The People advance for the Court's consideration five aggravating factors, all of which the Court finds present here: Respondent's pattern of misconduct, multiple offenses, refusal to acknowledge the wrongful nature of his conduct, lack of remorse, and indifference to making restitution.[7] The Court is unaware of any applicable mitigating factors, save Respondent's lack of prior discipline.[8]

Analysis Under ABA *Standards* and Case Law

The Court heeds the Colorado Supreme Court's directive to exercise discretion in imposing a sanction and to carefully apply aggravating and mitigating factors,[9] mindful that "individual circumstances make extremely problematic any meaningful comparison of discipline ultimately imposed in different cases."[10] Though prior cases can inform through analogy, the Court is charged with determining the appropriate sanction for a lawyer's misconduct on a case-by-case basis.[11]

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[6] *See* ABA *Standards* 9.21 and 9.31.

[7] ABA *Standards* 9.22(c), (d), (g), (i), and (j).

[8] ABA *Standard* 9.32(a).

[9] *See In re Attorney F.*, 2012 CO 57, ¶ 20; *see also In re Fischer*, 89 P.3d 817, 822 (Colo. 2004) (finding that a hearing board had overemphasized the presumptive sanction and undervalued the importance of mitigating factors in determining the needs of the public).

[10] *Attorney F.*, ¶ 20 (quoting *In re Rosen*, 198 P.3d 116, 121 (Colo. 2008)).

[11] *Id.* ¶ 15.

Like the ABA *Standards*, Colorado Supreme Court case law supports disbarment when lawyers abandon their clients or their law practices.[12] Case law suggests that a lawyer's abandonment of a client after failing to properly preserve the client's funds renders the lawyer's disbarment all the more warranted.[13] Given the circumstances here, including Respondent's pattern of neglect, the serious and potentially serious injury resulting from that misconduct, the sole mitigator, and the numerous aggravators, the Court does not hesitate to find that disbarment is the appropriate sanction.

The Court further finds that restitution in the amount of $1,425.00 in the Rutherford matter is appropriate, as Respondent converted the Berglunds' funds when he accepted $1,425.00 in payment, completed no work, and abandoned the Berglunds' matter.

IV. CONCLUSION

Among a lawyer's most basic client-centered duties are the duty of diligence and the duty to preserve client property. Respondent violated both. His clients depended on him to complete their legal work, but Respondent abandoned them. In one client matter, he treated his clients' advance deposit as earned, thereby converting their funds to his own use. Disbarment is the most drastic sanction this Court can impose, and the Court does so reluctantly. But disbarment is warranted here, given Respondent's very serious misconduct.

V. ORDER

The Court **ORDERS:**

1. **MATTHEW PATRICK LUND-BROWN**, attorney registration number **49609**, is **DISBARRED** from the practice of law in Colorado. The disbarment will take effect upon issuance of an "Order and Notice of Disbarment."[14]

2. Respondent **MUST** pay restitution of $1,425.00 to The Linda L. Berglund Living Trust, care of the Office of Attorney Regulation Counsel, **no later than Thursday, May 11, 2023**.

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[12] *See People v. Townshend*, 933 P.2d 1327, 1329 (Colo. 1997) (disbarring a lawyer for abandoning two client matters and failing to account for or refund unearned fees); *People v. Williams*, 845 P.2d 1150, 1152-53 (Colo. 1993) (disbarring a lawyer who abandoned a client's case and failed to account for or return a $500.00 retainer); *People v. Southern*, 832 P.2d 946, 947-48 (Colo. 1992) (disbarring a lawyer who neglected and abandoned clients).

[13] *See People v. Jamrozek*, 914 P.2d 350, 354 (Colo. 1996) (disbarring a lawyer who accepted fees from several clients and then abandoned them, causing the clients substantial harm).

[14] In general, an order and notice of sanction will issue thirty-five days after a decision is entered under C.R.C.P. 242.31(a)(6). In some instances, the order and notice may issue later than the thirty-five days by operation of C.R.C.P. 242.35, C.R.C.P. 59, or other applicable rules.

3. To the extent applicable, Respondent **MUST** promptly comply with C.R.C.P. 242.32(b)-(e), concerning winding up of affairs, notice to current clients, duties owed in litigation matters, and notice to other jurisdictions where he is licensed or otherwise authorized to practice law.

4. Within fourteen days of issuance of the "Order and Notice of Disbarment," Respondent **MUST** file an affidavit with the Court under C.R.C.P. 242.32(f), attesting to his compliance with C.R.C.P. 242.32. As provided in C.R.C.P. 242.41(b)(5), lists of pending matters, lists of clients, and copies of client notices under C.R.C.P. 242.32(f) must be marked as confidential attachments and filed as separate documents from the affidavit.

5. The parties **MUST** file any posthearing motions **no later than Thursday, April 20, 2023**. Any response thereto **MUST** be filed within seven days.

6. The parties **MUST** file any application for stay pending appeal **no later than the date on which the notice of appeal is due**. Any response thereto **MUST** be filed within seven days.

7. Respondent **MUST** pay the costs of this proceeding. The People **MUST** submit a statement of costs **no later than Thursday, April 13, 2023**. Any response challenging the reasonableness of those costs **MUST** be filed within seven days thereafter.

8. As part of any petition for readmission, Respondent **MUST** demonstrate that he has paid all restitution and has fully reimbursed the Attorney's Fund for Client Protection.

DATED THIS 6th DAY OF APRIL, 2023.

BRYON M. LARGE
PRESIDING DISCIPLINARY JUDGE