

People v. Mark Joseph Berumen. 14PDJo66. December 22, 2014.

The Presiding Disciplinary Judge approved the parties' conditional admission of misconduct and suspended Mark Joseph Berumen (Attorney Registration Number 29628) for three months, all stayed upon the successful completion of a two-year period of probation, with conditions. The probation took effect December 22, 2014.

Berumen represented a client in a personal injury matter and an employment-related case. A contingency fee agreement was signed in each matter. The personal injury case soon settled, and Berumen and his client received settlement funds. Later, one of the client's medical providers sent Berumen a letter; in it, the provider explained that the charges for services rendered to the client totaled \$8,754.00 but offered to accept \$5,000.00 as settlement of the matter. Berumen paid the provider \$9,061.00: \$5,000.00 for the client's treatment, and the remainder for the treatment of another client.

Berumen then made two loans to the same client: the first for \$1,100.00, which was to be repaid approximately twenty days later with \$400.00 in interest, and the second for \$1,350.00, which was to be repaid with \$650.00 in interest from an imminent settlement in the employment case. Neither loan document contained any advisement that the client should seek separate counsel or any disclosure about whether Berumen represented the client in the loan transactions.

After the employment case settled, Berumen prepared a statement itemizing costs, including \$7,020.00 for medical treatment costs, \$2,000.00 for the first loan, and \$1,350.00 for the second. This itemization reflected faulty bookkeeping by Berumen, who failed, in the wake of a divorce from his spouse and bookkeeper of twelve years, to adequately track costs, fees, and loans associated with the client's matter. When the client questioned the amounts, Berumen sent him the treatment provider's invoice, incorrectly asserted that the client owed him \$9,061.00 for treatment costs, and requested that the client remit an additional \$2,041.00.

Through this misconduct, Berumen negligently violated Colo. RPC 1.5(a) (a lawyer shall not charge an unreasonable fee) and recklessly violated Colo. RPC 1.8(a) (a lawyer shall not enter into a business transaction with a client unless the terms are fair and fully disclosed, the client is advised in writing to seek advice of independent counsel, and the client gives informed consent in writing).