

People v. Frank E. Moya. 24PDJ036. June 25, 2024.

The Presiding Disciplinary Judge approved the parties' stipulation to discipline and suspended Frank E. Moya (attorney registration number 11467) for one year and one day, all to be stayed upon Moya's successful completion of a two-year period of probation, with conditions. The probation takes effect on June 25, 2024.

In August 2019, Moya agreed to represent a client in a federal criminal matter and related state cases. The client paid Moya \$15,000.00 on the day he hired Moya, \$5,000.00 in September 2019, and \$5,000.00 in October 2019. Moya never sent the client a written fee agreement and did not place any of the client's funds in a trust account. For a time, Moya kept the funds, which the client had paid in cash, in a desk drawer. Moya performed work on his client's cases but did not track the time he spent on the matters. In July 2020, the client pleaded guilty to a violation of the Racketeer Influenced and Corrupt Organizations Act; Moya withdrew from the matter the following month.

In another matter, Moya accepted \$10,000.00 in December 2020 to represent a client in two criminal cases. Moya charged the \$10,000.00 as a flat fee but did not provide the client or the client's mother—who paid the fee—written benchmarks describing how he would earn the funds or any other terms of the flat fee agreement, except that Moya would earn the fee if his client's case resolved without trial or within sixty days, whichever occurred first. Even so, Moya did not deposit the fee into a trust account. Nor did he track the hours he worked on the cases or keep a contemporaneous written accounting of his time before the client terminated the representation in July 2021.

In a third matter, a client hired Moya to represent him in a criminal case, paying Moya \$6,000.00 in October 2021 and an additional \$14,000.00 in installments between November 2021 and April 2022. Moya did not deposit any of the client's money in a trust account nor provide his client with a written fee agreement. In November 2021, Moya received and reviewed discovery, and he moved for a bond reduction and to change the conditions of bond that month. During the case, the client became dissatisfied with Moya's representation, and Moya returned the client's file and refunded the client's fee in full.

Through this conduct, Moya violated Colo. RPC 1.5(b) (a lawyer must 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 1.5(h) (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 client property separate from the lawyer's own property); and Colo. RPC 1.15D(a) (a lawyer must maintain trust account records and an appropriate record-keeping system to track funds or other property held for others).

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