

People v. Boston H. Stanton Jr. 22PDJ055. October 4, 2022.

The Presiding Disciplinary Judge approved the parties' stipulation to discipline and publicly censure Boston H. Stanton Jr. (attorney registration number 18001) with conditions, including successful completion of trust account school, a financial audit, and submission of his fee dispute to the Colorado Bar Association ("CBA") Legal Fee Arbitration Committee. The public censure takes effect October 4, 2022.

In February 2018, Stanton was retained by a client facing an ongoing criminal investigation. The client believed his arrest was imminent; for that reason, the client wanted his lawyer to begin as much prearrest work as possible so that he could bond out quickly after his anticipated arrest. Stanton agreed to handle the matter for a fee of \$20,000.00, which Stanton characterizes as an "engagement fee" that he earned immediately, as it was paid to secure his availability to handle whatever the client needed. But Stanton did not reduce his fee agreement to writing, and his client never received any writing setting forth the basis or rate of the fee. When Stanton received the \$20,000.00 money order from his client, he deposited the funds directly into his operating account, reasoning that he earned the engagement retainer on receipt.

Stanton says he immediately prioritized his client's matter over his other work, performed extensive research, and frequently spoke with the client on the phone. More than a year passed, however, and charges were not filed against Stanton's client.

Between November 2019 and February 2020, Stanton and his client discussed a possible refund. In February 2020, Stanton agreed to send his client \$500.00 per month. The next month, the pandemic essentially shut down Stanton's business for a period of time. In February 2021, Stanton offered his client \$1,000.00 to "settle things." The client cashed Stanton's check and then submitted a request to arbitrate the fee dispute to the CBA, which sent the request to Stanton via email and U.S. mail. Stanton did not respond; he disputes receiving the request. The CBA thereafter closed the matter, and Stanton has not refunded any money other than the \$1,000.00 payment.

Stanton maintains he earned the full amount of the engagement retainer. But because he did not comply with the ethical requirements governing an engagement retainer fee agreement, he was required to—but did not—treat the fee as a flat fee and deposit it into his trust account until he earned it by performing legal services.

Through this conduct, Stanton 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(f) (a lawyer does not earn fees until a benefit is conferred on the client or the lawyer performs a legal service); and Colo. RPC 1.15A(a) (a lawyer must hold client property separate from the lawyer's own property).

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