

People v. Thomas Blumenthal. 24PDJ022. November 21, 2025.

The Presiding Disciplinary Judge approved the parties' amended stipulation to discipline and suspended Thomas Blumenthal (attorney registration number 15549) for twelve months. Blumenthal's suspension took effect on November 21, 2025.

In late 2020, a criminal defendant hired Blumenthal to represent him in his criminal case. The client paid Blumenthal \$1,000.00 via Zelle on November 16, 2020. The money was deposited into Blumenthal's operating account, and Blumenthal received an email from his bank notifying him of the Zelle payment. Even though Blumenthal had not yet performed services for the client and thus had not earned the funds, he did not transfer the funds to his trust account.

On December 13, 2020, Blumenthal emailed his flat-fee agreement to the client. The agreement provided that services would be rendered on a flat-fee basis for \$3,000.00. The agreement failed to include any benchmarks or milestones designating when Blumenthal would earn portions of the fee. The fee agreement also noted that it would terminate when the case was dismissed, a not-guilty verdict was entered, or when sentencing occurred. By the end of 2020, the client had paid the full \$3,000.00 flat fee.

On December 9, 2021, Blumenthal filed a motion to withdraw from the case nunc pro tunc. In that motion, he explained that his Colorado law license had been suspended, effective December 1, 2021. The criminal court granted Blumenthal's motion to withdraw. At the time he withdrew, Blumenthal had not completed the terms of the flat-fee agreement, as the client had not taken a plea, nor had his case been dismissed, nor had sentencing occurred. Blumenthal thus did not earn the full flat fee.

The client requested a refund; Blumenthal agreed to refund \$1,500.00. Between May and August 2022, Blumenthal returned to the client approximately \$700.00. In August 2024, Blumenthal refunded to the client the remaining \$2,300.00 in unearned legal fees.

Through this misconduct, Blumenthal violated Colo. RPC 1.5(h)(1)(iii) (a lawyer must include in a flat-fee agreement 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 1.16(d) (a lawyer shall protect a client's interests upon termination of the representation, including by returning unearned fees).

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