

People v. John Elliott Reardon. 13PDJ091. June 9, 2014.

The Presiding Disciplinary Judge approved the parties' conditional admission of misconduct and suspended John Elliott Reardon (Attorney Registration Number 07801) for one year and one day, all stayed upon a two-year period of probation, with conditions. The probation took effect June 9, 2014.

In January 2011, Reardon agreed to represent a client in an immigration matter for a flat fee of \$3,800.00. The fee agreement stated that Reardon would earn the fee upon receipt. The next month, the client paid Reardon \$2,000.00 in cash, which Reardon deposited directly into his operating account. Very little work was done on the client's matter from February through July 2011. The client sent Reardon a letter terminating the representation in August 2011, requesting a copy of his file, and asking for a refund of his money. Reardon initially refused but agreed in March 2012 to refund half of the fees paid. He then sent the client a check for just \$500.00, noting that he could not provide the other half until he received written authorization from the client's ex-wife. Reardon eventually refunded another \$500.00 to the client.

In November 2012, the client again requested a copy of his file, along with an accounting and a refund of the remaining \$1,000.00. Reardon never provided a written accounting to the client. Reardon later submitted an accounting to the Office of Attorney Regulation Counsel; that accounting shows Reardon earned \$944.00 before the representation was terminated and an additional \$1,009.00 thereafter. The accounting also contains unreasonable time entries. For example, the accounting indicates that on several occasions a staff member spent twenty minutes leaving a voicemail message, work that was billed at the attorney rate of \$195.00 per hour. Reardon eventually refunded the remaining \$1,000.00 in early 2014. He also amended his fee agreements to include benchmarks in flat fee cases and to clarify the points at which he earns amounts paid to him.

Through this conduct, Respondent violated Colo. RPC 1.5(a) (charging a reasonable fee); Colo. RPC 1.15(a) and (c) (holding attorney and client property separate); Colo. RPC 1.5(f) (depositing advances of unearned fees in an attorney's trust account until earned); Colo. RPC 1.16(d) (protecting a client's interests upon termination of the representation); and Colo. RPC 8.4(c) (proscribing conduct involving dishonesty, fraud, deceit, or misrepresentation).