

SUPREME COURT, STATE OF COLORADO ORIGINAL PROCEEDING IN DISCIPLINE BEFORE THE OFFICE OF THE PRESIDING DISCIPLINARY JUDGE 1300 BROADWAY, SUITE 250 DENVER, CO 80203	
<b>Complainant:</b> THE PEOPLE OF THE STATE OF COLORADO  <b>Respondent:</b> JASON D. WILLIAMS, #49702	Case Number: <b>25PDJ25</b>
<b>OPINION IMPOSING SANCTIONS UNDER C.R.C.P. 242.31(b)</b>	

### SUMMARY

Following a sanctions hearing, the Presiding Disciplinary Judge disbarred Respondent Jason D. Williams, attorney registration number 49702. The disbarment is scheduled to take effect December 26, 2025.

In two separate client matters, Respondent violated ethical rules governing how lawyers must handle client funds, keep financial records, and draft fee agreements. He also knowingly converted funds of both clients, using their money as ready cash or to pay bills. And in one of those client matters, Respondent engaged in a concurrent conflict of interest when his representation of the client was materially limited by his personal interest in engaging in sexual or drug-related activity with his client. He thus knowingly prioritized his interest in personal gratification over his client's interests.

Through this misconduct, Respondent violated 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); 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 1.7(a)(2) (a lawyer may not engage in a concurrent conflict of interest in which the representation may be materially limited by the lawyer's personal interests); Colo. RPC 1.15A(a) (a lawyer must hold client property separate from the lawyer's own property); Colo. RPC 1.15B(a)(1) (a lawyer in private practice must maintain a trust account into which the lawyer shall deposit funds entrusted to the lawyer's care and advance fees); Colo. RPC 1.15D(a)(1) (a lawyer must maintain an appropriate record-keeping system to track funds or other property held for others); and Colo. RPC 8.4(c) (it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation).

## **I. PROCEDURAL HISTORY**

On April 11, 2025, Michele L. Melnick of the Office of Attorney Regulation Counsel ("the People") filed a complaint with Presiding Disciplinary Judge Bryon M. Large ("the Court"), alleging that in two client cases Jason D. Williams ("Respondent") violated seven Colorado Rules of Professional Conduct. When Respondent did not answer within twenty-eight days, the People moved for entry of default. On June 11, 2025, the Court ordered Respondent to answer the People's complaint and to respond to the motion for default by July 2, 2025. But Respondent did not respond to the Court's order. Nor did he file an answer or other responsive pleading to the complaint.

The Court granted the People's motion for default on July 3, 2025, deeming all of the complaint's allegations and claims admitted. The Court then issued a "Notice of Sanctions Hearing Under C.R.C.P. 242.27(c)" on July 9, 2025, advising Respondent of his right to attend the sanctions hearing, to be represented by counsel at his own expense, to cross-examine witnesses, and to present argument and evidence about the appropriate sanction.

On September 10, 2025, the People moved to correct an error in the complaint, amend the complaint accordingly, and deem the correction admitted through the earlier default order. At the Court's direction, the People submitted further briefing; ultimately, the Court accepted the People's notice as fulfilling their obligation under Colo. RPC 3.3(a)(1) by correcting an errant statement of material fact; permitted the People to demonstrate that Respondent completed more work than initially alleged in the complaint; and allowed the People to argue for a reduced restitution figure.

On September 29, 2025, the Court held a sanctions hearing under C.R.C.P. 242.27 and C.R.C.P. 242.30. Melnick appeared on the People's behalf. Respondent did not appear. During the sanctions hearing, the Court heard testimony from G.S. and Laurie Seab and admitted the People's exhibits 1-8.

## **II. FACTS AND RULE VIOLATIONS ESTABLISHED ON DEFAULT**

The Court adopts and incorporates by reference the facts of this case, as fully detailed in the People's complaint. Respondent was admitted to practice law in Colorado on June 21, 2016, under attorney registration number 49702. He is thus subject to the Court's jurisdiction in this proceeding.

Respondent was admitted to practice law in New Mexico in 2009 and has been practicing law since that time. After he was admitted to practice law in Colorado, Respondent operated a solo practice and used a co-working office space. He also worked from home and used a conference room in his apartment building to meet with clients.

### *G.S. Representation*

Around April 8, 2022, G.S. was charged with several serious felony counts in Arapahoe County, Colorado. G.S. hired Respondent around December 2, 2022, for a flat fee of \$15,000.00. Respondent did not maintain a copy of a written fee agreement with G.S., who paid Respondent approximately \$9,000.00 in cash before Respondent filed an entry of appearance in her case. Respondent did not deposit any of that cash into a bank account, as Respondent did not maintain a trust account during the time he represented G.S. Nor did Respondent maintain records of G.S.'s cash payments or account for how he handled money for her representation, including how he earned the money. Respondent used G.S.'s funds as ready cash or to pay bills. G.S. agreed to make \$500.00 monthly payments to Respondent until the full flat fee was paid. G.S. made a few additional smaller payments after the representation began, paying Respondent a total of \$9,250.00.

On December 6, 2022, Respondent filed his entry of appearance and a request for discovery in G.S.'s case. He received a discovery notification from the district attorney's office the next day. At that time, fourteen packets of discovery were available to download. On December 14, 2022, Respondent downloaded the first discovery packet, which comprised 255 pages. Between December 14, 2022, and the date Respondent withdrew as counsel, Respondent did not download any additional packets of discovery.

Respondent appeared in person with G.S. for her arraignment on January 9, 2023. He entered a not guilty plea on G.S.'s behalf and set the case for a three-day trial to begin on May 30, 2023.

On January 29, 2023, Respondent moved to continue the trial date. In that motion, Respondent reported that G.S. had been diagnosed with gastric cancer and would soon start chemotherapy. The court granted the motion to continue on February 13, 2023, converted the motions hearing into a status conference, and ordered the parties to appear in person to address further settings. On March 20, 2023, G.S. and Respondent appeared in person at the status conference, during which the motions hearing was reset to August 22, 2023.

At 1:31 a.m. on July 6, 2023, while he was under the influence of steroids, alcohol, and marijuana, Respondent texted G.S. At first, Respondent inquired about G.S.'s health and mentioned her upcoming court case. A few minutes later, Respondent called G.S. During the call, Respondent informed G.S. that he had just won a big case and stated that he wanted "a white girl who wants to party."<sup>1</sup> G.S. interpreted Respondent's request as a sexual proposition. She also understood that Respondent was seeking cocaine, since "white girl" is a code name for cocaine. G.S. offered to call a friend, but then Respondent ended the call.

G.S. emailed Respondent on August 20, 2023, to request information about the balance of her legal fee. That day, Respondent replied that she owed him \$6,000.00. He also stated that if

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<sup>1</sup> Compl. ¶ 37.

G.S. accepted a negotiated plea agreement, he would not seek the outstanding balance of his flat fee; he made clear, however, that if she did not accept the plea he would demand the outstanding balance. Finally, Respondent wrote in the email that he wanted G.S. to sign a document acknowledging the extreme likelihood that she would be found guilty at trial.

In a separate communication, Respondent informed G.S. that he negotiated a plea deal for her involving a probationary sentence. G.S. reviewed the proposed plea paperwork, which reflected a term of incarceration. G.S. felt pressured to sign the plea agreement.

On August 22, 2023, the parties appeared in court. The court expressed its understanding that the parties had reached a plea agreement. G.S. informed the court that she wanted Respondent removed as her counsel. The prosecutor left the courtroom, and G.S. stated:

[Respondent] also propositioned me for sex, and because I turned him down, I feel like maybe he's not going to fight as hard for me. And I am willing to take a polygraph test. I am willing to show you the text messages. I don't want him to get in trouble, but I would like my money back, and I would like enough time to find a legitimate attorney.<sup>2</sup>

After G.S. made a record about the sexual proposition, Respondent withdrew as her counsel without objection. The same day, Respondent refunded approximately \$8,000.00 to G.S.

As established on default, Respondent's conduct during G.S.'s matter violated seven Colorado Rules of Professional Conduct:

- Colo. RPC 1.5(f), which states that a lawyer does not earn fees until a benefit is conferred on the client or the lawyer performs a legal service. Respondent treated G.S.'s \$9,000.00 retainer and additional cash payments as earned on receipt before he performed any legal services or conferred a benefit in G.S.'s matter.
- Colo. RPC 1.5(h), which sets forth requirements that must be included in writing before a flat-fee agreement is considered compliant. Respondent violated this rule because he did not maintain or produce a copy of any written flat-fee agreement.
- Colo. RPC 1.7(a)(2), which provides that a lawyer engages in a concurrent conflict of interest if there is a significant risk that the representation of a client will be materially limited by a personal interest of the lawyer. Respondent's representation of G.S. became materially limited because of his personal interest in engaging in sexual or drug-related activity with his client. He knowingly prioritized his interest in personal gratification over G.S.'s interests in refraining from engaging in illegal activity.

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<sup>2</sup> Compl. ¶ 56.

- Colo. RPC 1.15A(a), which requires a lawyer to hold client funds in a trust account and to hold property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own property. Respondent violated this rule by failing to deposit G.S.'s funds into a trust account, even though he had not earned the funds at the time he received them.
- Colo. RPC 1.15B(a)(1), which requires a lawyer to maintain a compliant trust account and to deposit unearned funds into that account. Respondent violated this rule by failing to maintain a trust account and failing to deposit G.S.'s fees into a compliant trust account when he collected her retainer.
- Colo. RPC 1.15D(a)(1), which requires a lawyer to maintain an appropriate recordkeeping system identifying each person for whom the lawyer holds funds. Respondent violated this rule because he did not maintain any records of G.S.'s cash payments, document how he earned her money, or account for how he handled her money.
- Colo. RPC 8.4(c), which prohibits a lawyer from engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. By knowingly converting funds, a lawyer violates Colo. RPC 8.4(c). Knowing conversion occurs when a lawyer takes money that has been entrusted to the lawyer by another person, knowing that the money belongs to another person, and knowing that the lawyer has not been authorized to use the money.<sup>3</sup> Respondent violated this rule by knowingly converting G.S.'s funds; he knew that G.S. had not authorized him to use her retainer for his own purposes, yet he treated the entire retainer as earned on receipt, treated at least a portion of those unearned funds as ready cash, and used those funds to pay bills.

#### *A.Z. Representation*

A.Z. and C.K. were charged with multiple serious felony counts involving the transfer of a property through a quitclaim deed. Respondent met with both A.Z. and C.K. and explained that he could represent only one of them. Respondent represented A.Z. and first entered his appearance on A.Z.'s behalf on September 20, 2022. Respondent gave A.Z. a representation agreement. The agreement was dated four days before Respondent's entry of appearance. Within the agreement, Respondent agreed to represent A.Z. through trial for a \$20,000.00 flat fee. The agreement stated that A.Z. had tendered to Respondent \$10,000.00 and would pay the remaining amount in monthly installments beginning on November 1, 2022. The agreement recited Respondent's rate as \$400.00 per hour, but it did not contain any milestones or benchmarks explaining how Respondent would earn any portion of the flat fee before the representation's conclusion.

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<sup>3</sup> *In re Kleinsmith*, 2017 CO 101, ¶ 14 (citing *People v. Varallo*, 913 P.2d 1, 10-11 (Colo. 1996)).

Even though the retainer agreement stated that A.Z. submitted \$10,000.00 for the representation, Respondent did not receive any payment before he entered his appearance. On September 23, 2022, Respondent moved to withdraw from the case for lack of payment.

A.Z. paid Respondent \$10,000.00 on October 6, 2022. Three days later, Respondent filed his second entry of appearance. A.Z. then made \$1,300.00 cash payments to Respondent in November 2022, December 2022, and January 2023. Respondent did not deposit A.Z.'s cash payments into a trust account or any other bank account; though Respondent did have a regular bank account at Sunflower Bank during his representation of A.Z, he did not maintain a trust account during that time. Respondent did not keep or maintain any records showing how A.Z.'s cash payments were handled or earned. Respondent spent A.Z.'s funds as ready cash and to pay bills. Respondent did not maintain contemporaneous hourly time records reflecting any of the work he performed on A.Z.'s matter.

According to the discovery receipts provided by the district attorney's office, Respondent downloaded nine packets of discovery between September 21 and October 29, 2022. Records reflect that Respondent filed several motions in A.Z.'s case between October 31, 2022, and January 11, 2023: a motion for preliminary hearing; a motion to suppress results of a cellphone search; a motion to preclude the district attorney from using at trial a document entitled "Confirmation of Accredited Investor Status;" a motion to suppress the results of a search warrant; a motion to preclude the district attorney from using certain handwritten notes seized from A.Z.'s house; and a motion to preclude the district attorney from using any evidence relating to [C.K.] against A.Z. at trial.<sup>4</sup>

On February 9, 2023, Respondent and A.Z. appeared in court for the hearing on Respondent's motions. The court set a pretrial conference for April 10, 2023, to address any remaining issues.

On February 23, 2023, Respondent filed his second motion to withdraw, citing irreconcilable differences and purporting to forgive any additional fees A.Z. owed. Respondent neither completed the representation nor earned a portion of the flat fee through his legal work, since he did not explain in writing how he would earn any portion of the flat fee short of completing the representation. On March 16, 2023, the court granted Respondent's motion to withdraw. On March 20, 2023, A.Z. appeared in court with alternative defense counsel.

As established on default, Respondent's conduct during A.Z.'s matter violated six Colorado Rules of Professional Conduct:

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<sup>4</sup> At the sanctions hearing, the People stated that Respondent filed two other motions as well: a motion to suppress results of a search warrant to Google filed on January 4, 2023, *see* Ex. 3, and a motion for discovery of forensic data relating to a cell phone search filed on January 11, 2023, *see* Ex. 8.

- Colo. RPC 1.5(f), when Respondent treated A.Z.'s advance payment as earned on receipt. Respondent failed to deposit A.Z.'s advance payment in a trust account, even though Respondent had not earned the funds and had not conferred a benefit on A.Z.
- Colo. RPC 1.5(h) when Respondent provided A.Z. a flat-fee agreement that failed to set forth how he was to earn any portion of the flat fee before the representation's conclusion or what amount he would earn after completing certain specific tasks or after certain specified events occurred.
- Colo. RPC 1.15A(a), when Respondent failed to deposit the unearned funds A.Z. entrusted to him into a trust account.
- Colo. RPC 1.15B(a)(1), when Respondent failed to maintain a trust account, and when he accepted advance payments from A.Z. but failed to deposit those funds into a trust account.
- Colo. RPC 1.15D(a)(1), when Respondent failed to maintain records of client deposits and withdrawals and failed to keep or maintain any records of how he handled A.Z.'s funds.
- Colo. RPC 8.4(c), when Respondent knowingly converted A.Z.'s funds by treating the advance payment as earned on receipt and spending those funds as ready cash or to pay bills, even though he knew that he had not earned the funds and that A.Z. had not authorized him to use her funds for his own purposes.

### III. SANCTIONS

The American Bar Association *Standards for Imposing Lawyer Sanctions* ("ABA Standards")<sup>5</sup> is the "guiding authority for selecting the appropriate sanction to impose for lawyer misconduct."<sup>6</sup> When imposing sanctions after a finding of misconduct, the Court must consider the duty the lawyer violated, the lawyer's mental state, and the actual or potential injury the lawyer's misconduct caused. These three variables yield a presumptive sanction that the Court may then adjust based on aggravating and mitigating factors.

#### ***ABA Standard 3.0 – Duty, Mental State, and Injury***

Duty: Respondent failed to uphold obligations he owed to his clients. He transgressed his duty of client loyalty by failing to safeguard client property and failing to avoid conflicts of interest. Respondent also violated duties he owed to the legal profession when he failed to maintain proper

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<sup>5</sup> Found in ABA *Annotated Standards for Imposing Lawyer Sanctions* (2d ed. 2019) ("Annotated Standards").

<sup>6</sup> See *In re Roose*, 69 P.3d 43, 46-47 (Colo. 2003).

records and failed to make clear in his fee agreement when he would earn his legal fees. Further, Respondent violated duties he owed to the public, including his duty to avoid dishonest conduct. Finally, Respondent violated professional duties; he engaged in inappropriate communications with his client, and he failed to return unearned fees to his clients.

Mental State: Respondent knowingly engaged in misconduct in G.S.'s and A.Z.'s cases.

Injury: Respondent financially injured his clients by failing to return their unearned funds, depriving them of their property. Further, Respondent harmed G.S. emotionally. G.S. experienced angst when trying to secure new counsel. G.S. also credibly testified that she had to dig into reserves of strength when she was called on to explain in open court that Respondent had propositioned her and request his removal from her case. She noted that when facing a fight, flight, or freeze moment, she generally reflexively freezes; to do the opposite in court, she suggested, was very taxing on her. According to G.S., after she fired Respondent she spent a month in bed, quit going to work, experienced a relapse, and spent considerable time in therapy. The Court also finds that Respondent harmed the profession and the criminal justice system. His misconduct negatively affected G.S.'s view of lawyers and caused her to question the quality of justice she could expect to receive as a criminal defendant.

#### ***ABA Standards 4.0-7.0 – Presumptive Sanction***

Under the *ABA Standards*, the Court must assess the duties Respondent violated, his mental state, and the resulting injury to arrive at a presumptive sanction, set here by *ABA Standard 4.11*. That standard calls for disbarment when a lawyer knowingly converts client property, thereby injuring or potentially injuring a client. *ABA Standard 4.32* states that a lawyer should be suspended when the lawyer knows of a conflict of interest and does not fully disclose to the client the possible effect of that conflict, injuring or potentially injuring a client in the process. Finally, suspension is likewise generally appropriate under *ABA Standard 7.2* when a lawyer knowingly violates a duty owed as a professional and injures or potentially injures a client, the public, or the legal system. Because the ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct,<sup>7</sup> the Court sets the baseline presumptive sanction at disbarment.

#### ***ABA Standard 9.0 – Aggravating and Mitigating Factors***

Aggravating factors justify an increase in the degree of the sanction to be imposed, while mitigating factors warrant a reduction in the severity of the sanction.<sup>8</sup> As explained below, the Court applies four aggravating factors and two mitigating factors.

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<sup>7</sup> Annotated *Standards* at xx.

<sup>8</sup> See *ABA Standards* 9.21 and 9.31.



### Aggravating Factors

Dishonest or selfish motive – 9.22(b): The Court applies this factor because Respondent converted his clients' funds and failed to return unearned fees to A.Z.

Multiple offenses – 9.22(d): Respondent violated Colorado Rules of Professional Conduct governing how a lawyer should handle client funds, how a lawyer should keep records, how a lawyer should draft a fee agreement, and how a lawyer should avoid conflicts of interest. In addition, Respondent also ran afoul of the rule proscribing dishonest conduct. This factor clearly applies.

Bad faith obstruction of the disciplinary proceeding – 9.22(e): The People argue that Respondent's failure to participate in this proceeding and his failure to respond to the Court's orders warrant applying this aggravating factor. However, no evidence before the Court suggests Respondent's failure to participate was in bad faith, nor does the record show Respondent's failure to comply with the Court's rules or orders was intentional. The Court declines to apply this factor.

Refusal to acknowledge wrongful nature of conduct – 9.22(g): Respondent's failure to refund unearned fees to A.Z. evinces his refusal to acknowledge that his conduct was wrongful. The Court thus applies this factor.

Substantial experience in the practice of law– 9.22(i): Respondent has been a licensed lawyer since 2009 and has held a Colorado law license for over nine years. The Court finds that Respondent's experience in the practice of law is sufficiently substantial to warrant applying this factor.

### Mitigating Factors

Absence of prior disciplinary record – 9.32(a): Respondent has no prior disciplinary record, which warrants application of this factor.

Personal or emotional problems – 9.32(c): At the sanctions hearing, the People explained that at some point during their investigation Respondent mentioned he was undergoing chemotherapy. Based on the People's representations, the Court finds it appropriate to apply this factor.

Timely good faith effort to make restitution – 9.32(d): The People acknowledge Respondent refunded money to G.S. But because Respondent returned no money to A.Z., the Court declines to apply this factor.

### Analysis Under ABA *Standards* and Case Law

The Colorado Supreme Court directs this Court to exercise discretion in imposing a sanction because “individual circumstances make extremely problematic any meaningful comparison of discipline ultimately imposed in different cases.”<sup>9</sup> As such, the Court determines the appropriate sanction for a lawyer’s misconduct on a case-by-case basis, looking to the ABA *Standards* for guidance in the exercise of that discretion. The ABA *Standards* set forth a theoretical framework that provides for “the flexibility to select the appropriate sanction in [a] particular case” after carefully considering the applicable aggravating and mitigating factors.<sup>10</sup>

Under the theoretical framework outlined in the ABA *Standards*, disbarment is the presumed sanction. After the Court then considers the preponderance of aggravating factors over mitigating factors, it affirms that disbarment, the ultimate sanction, remains appropriate. Indeed, the Colorado Supreme Court has held that lawyers are almost invariably disbarred for knowing conversion.<sup>11</sup> In *Matter of Kleinsmith*, the Colorado Supreme Court reaffirmed that principle.<sup>12</sup> Hearing boards have likewise disbarred lawyers who knowingly converted client funds. In *People v. English*, for example, a hearing board disbarred a lawyer for misappropriating settlement funds and using a portion of those funds for his own purposes.<sup>13</sup> In short, disbarment is not only the presumed discipline under the ABA *Standards* but also the standard sanction in Colorado for the type of misconduct Respondent committed.

### IV. RESTITUTION

The People urge the Court to order restitution, seeking to compel Respondent to pay \$1,250.00 to G.S. and \$5,000.00 to A.Z.

G.S. paid Respondent a total of \$9,250.00, but Respondent did not maintain a copy of a written fee agreement with G.S. Based on the People’s own allegations, Respondent conferred some benefit on G.S. by performing legal services. When G.S. terminated Respondent’s services, Respondent refunded G.S. \$8,000.00. Thus, Respondent retained \$1,250.00. Notwithstanding the People’s acknowledgement that Respondent did perform some work, the Court concludes that G.S. is entitled to full restitution in the amount of the outstanding \$1,250.00. Because Respondent did not maintain a fee agreement setting forth how he would earn fees or any records documenting how he earned money, it is impossible to quantify the amount Respondent earned.

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<sup>9</sup> *In re Attorney F.*, 2012 CO 57, ¶ 20 (quoting *In re Rosen*, 198 P.3d 116, 121 (Colo. 2008)).

<sup>10</sup> *Id.* at ¶ 3.

<sup>11</sup> *People v. Varallo*, 913 P.2d 1, 11 (Colo. 1996).

<sup>12</sup> 2017 CO 101, ¶ 14.

<sup>13</sup> 562 P.3d 126, 140 (Colo. O.P.D.J. 2024).

He, not G.S., must shoulder the financial repercussions associated with the resulting inability to quantify the value associated with his work.<sup>14</sup>

In A.Z.'s matter, A.Z. paid Respondent \$11,300.00 toward a \$20,000.00 flat fee. Respondent's fee agreement did not contain any milestones or benchmarks explaining how he would earn any portion of the flat fee before the representation's conclusion. The agreement did, however, recite Respondent's rate as \$400.00 per hour, which the Court sees as how Respondent would calculate his earned fees if the representation terminated early. The People acknowledge that Respondent filed several motions in A.Z.'s case; on that basis, they contend that A.Z. is entitled to \$5,000.00 in restitution. In other words, they suggest that Respondent is entitled to keep \$6,300.00 for legal work that he performed, which amounts to 15.75 hours of work at his hourly rate of \$400.00. The Court is persuaded that the People's restitution request is equitable: Respondent filed eight motions in A.Z.'s case, almost all of which appear to be substantive.<sup>15</sup> One can reasonably infer that Respondent spent 15.75 hours drafting those motions, appearing in court with A.Z., and downloading nine discovery packets. The Court thus finds that requiring Respondent to pay restitution of \$5,000.00 to A.Z. is appropriate.<sup>16</sup>

## V. CONCLUSION

Clients trust lawyers to act in the clients' interests, be transparent about the terms of their representation, and scrupulously manage their funds. But Respondent breached this trust reposed in him. In two distinct representations, he mismanaged and converted client money. He failed to provide clear descriptions of how he would earn fees. And he propositioned a client, causing her to question his loyalty. Respondent's misconduct warrants disbarment.

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<sup>14</sup> See *People v. Fillerup*, 520 P.3d 211, 223 (Colo. O.P.D.J. 2022). The Court also doubts that an implicit finding that Respondent earned some fees under a quantum meruit theory of recovery would be appropriate here, given the reason G.S. sought to terminate the relationship. This is because when a client discharges a lawyer, the client remains obligated to pay the reasonable value of the services rendered, but only in the absence of "conduct by the attorney that would forfeit the attorney's right to receive a fee." *In re Gilbert*, 2015 CO 22, ¶ 22.

<sup>15</sup> See Exs. 1-8.

<sup>16</sup> Although the Court adopts the People's proposed—and unopposed—restitution request here, the Court does not necessarily endorse such an approach in all circumstances and notes that their restitution requests in the two clients matters do not seem to be animated by consistent principles.

## VI. ORDER

### The Court **ORDERS**:

1. **JASON D. WILLIAMS**, attorney registration number **49702**, is **DISBARRED** from the practice of law in Colorado. The disbarment will take effect upon issuance of an "Order and Notice of Disbarment."<sup>17</sup>
2. Respondent **MUST** pay restitution to G.S. in the amount of \$1,250.00 and restitution to A.Z. in the amount of \$5,000.00 **no later than December 26, 2025**, care of Michele L. Melnick at the Office of Attorney Regulation Counsel, consistent with the concurrently issued restitution order.
3. Respondent **MUST** promptly comply with C.R.C.P. 242.32(b)-(e), concerning winding up of affairs, notice to current clients, duties owed in litigation matters, and notice to other jurisdictions where he is licensed or otherwise authorized to practice law, including New Mexico.
4. Within fourteen days of issuance of the "Order and Notice of Disbarment," Respondent **MUST** file an affidavit with the Court under C.R.C.P. 242.32(f), attesting to his compliance with C.R.C.P. 242.32. As provided in C.R.C.P. 242.41(b)(5), lists of pending matters, lists of clients, and copies of client notices under C.R.C.P. 242.32(f) must be marked as confidential attachments and filed as separate documents from the affidavit.
5. The parties **MUST** file any posthearing motions **no later than December 5, 2025**. Any response thereto **MUST** be filed within seven days.
6. The parties **MUST** file any application for stay pending appeal **no later than the date on which the notice of appeal is due**. Any response thereto **MUST** be filed within seven days.
7. Respondent **MUST** pay the costs of this proceeding. The People **MUST** submit a statement of costs **no later than December 5, 2025**. Any response challenging the reasonableness of those costs **MUST** be filed within seven days thereafter.



DATED THIS 21<sup>st</sup> DAY OF November, 2025.

  
BBRYON M. LARGE  
PRESIDING DISCIPLINARY JUDGE

<sup>17</sup> In general, an order and notice of sanction will issue thirty-five days after a decision is entered under C.R.C.P. 242.31(a)(6). In some instances, the order and notice may issue later than the thirty-five days by operation of C.R.C.P. 242.35, C.R.C.P. 59, or other applicable rules.

Copies to:

Michele Melnick  
Office of Attorney Regulation Counsel

Via Email  
[m.melnick@csc.state.co.us](mailto:m.melnick@csc.state.co.us)

Jason D. Williams  
3696 Caminito Cielo Del Mar  
San Diego, CA 92130

Via First-Class Mail and Email  
[jfw@jfwlaw.net](mailto:jfw@jfwlaw.net)  
[jfwlaw8@gmail.com](mailto:jfwlaw8@gmail.com)

Jason D. Williams  
1851 Bassett Street #509  
Denver, Colorado 80202

Cheryl Stevens  
Colorado Supreme Court

Via Email