SUPREME COURT, STATE OF COLORADO ORIGINAL PROCEEDING IN DISCIPLINE BEFORE THE OFFICE OF THE PRESIDING DISCIPLINARY JUDGE 1300 BROADWAY, SUITE 250 DENVER, CO 80203	
Complainant: THE PEOPLE OF THE STATE OF COLORADO **Respondent:** LINDSAY ARROYO, New York #4744975	Case Number: **24PDJ075**
OPINION IMPOSING SANCTIONS UNDER C.R.C.P. 242.31(b)	

SUMMARY

Lindsay Arroyo ("Respondent"), a New York-licensed lawyer[1] practicing in Colorado federal courts, abandoned three vulnerable immigration clients. She ignored their communications and conferred no benefit on them, even while she converted their funds for her own personal use. For almost four years she comingled personal and client funds in her trust account. When disciplinary authorities investigated, she falsified bank records to conceal her misuse of her trust account. Respondent's abandonment of her clients, coupled with her knowing conversion of their funds and her dishonesty when dealing with regulatory authorities, demonstrates that she is unregulatable and poses a significant danger to Colorado citizens. She must be disbarred.

I. PROCEDURAL HISTORY

On September 16, 2024, Jody M. McGuirk of the Office of Attorney Regulation Counsel ("the People") filed a complaint with Presiding Disciplinary Judge Bryon M. Large ("the Court"), alleging that Respondent violated eleven Colorado Rules of Professional Conduct. When Respondent did not answer within twenty-eight days, the People moved for entry of default. On November 21, 2024, the Court ordered Respondent to answer the People's complaint and to respond to the motion for default no later than December 12, 2024. Though the Court served that order on Respondent at her last-known mail and email addresses as well as her registered New York mail and email addresses, Respondent did not respond to the Court's order. Nor did she file an answer or other responsive pleading.

On December 13, 2024, the Court granted the People's motion for default, deeming all allegations and claims in the complaint admitted. The Court issued a "Notice of Sanctions Hearing

[1] Respondent is licensed in New York under the name Janet Lindsay Richardson-Vargas.

Under C.R.C.P. 242.27(c)" on December 19, 2024, advising Respondent of her right to attend the sanctions hearing, to be represented by counsel at her own expense, to cross-examine witnesses, and to present argument and evidence about the appropriate sanction.

On January 29, 2025, the Court held a sanctions hearing under C.R.C.P. 242.27 and C.R.C.P. 242.30. McGuirk appeared on the People's behalf. Respondent did not appear. During the sanctions hearing, the Court heard testimony from A.G. and L.R.

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 is licensed in New York, where she was admitted on July 27, 2009, under New York Bar license number 4744975. Respondent lives in Colorado, where she practices federal immigration law. Thus, Respondent is subject to the jurisdiction of the Colorado Supreme Court and this Court in this disciplinary hearing.[2]

The Espinoza and Santillan Matter

In October of 2018, Respondent entered into a fee agreement with Mr. Espinoza and his spouse, Ms. Santillan.[3] The fee agreement was a "fixed fee" agreement for "U-Visa and Adjustment of Status under 245(I) [sic]" for a fee of $4,000.00.[4] The fee agreement listed the filing fees as a separate charge of $4,450.00. Espinoza sought a U-Visa because he had been the victim of a crime in California. Santillan sought to adjust her status.

Espinoza and Santillan paid Respondent a total of $2,400.00 in six installments.[5] Respondent did not deposit these payments into a trust account, even though she had not earned all the funds when she received them. She knew she made no deposits into her trust account in

[2] *See* C.R.C.P. 242.1(a)(2) ("Jurisdiction under this rule exists over . . . [a] lawyer not admitted to practice law in Colorado who provides or offers to provide any legal services in Colorado, including a lawyer who practices in Colorado pursuant to federal or tribal law."); Colo. RPC 8.5(a) ("A lawyer not admitted in this jurisdiction is also subject to the disciplinary authority of this jurisdiction if the lawyer provides or offers to provide any legal services in this jurisdiction.").

[3] The People's complaint identifies Espinoza and Santillan by last name only.

[4] Compl. ¶ 2. A U-Visa provides a path for an individual to seek permanent residence status in the United States if they have been the victim of a crime and cooperate with law enforcement.

[5] Espinoza and Santillan paid Respondent $500.00 on October 8, 2018; $300.00 on December 11, 2018; $200.00 sometime between December 11, 2018, and January 15, 2019; $500.00 on January 15, 2019; $500.00 on August 1, 2019; and $400.00 on October 22, 2019.

2018 or 2019. Further, she did not file any documents with immigration authorities for Espinoza or Santillan.

Around autumn 2021, Espinoza and Santillan terminated Respondent's representation and asked that she return their money. Respondent refused to refund their fees, however, contending that she had earned the money. But she could not have earned the fees because she did not complete the scope of work set forth in the flat-fee agreement.

During autumn 2021 and early spring 2022, Espinoza and Santillan tried to contact Respondent multiple times to retrieve their file and obtain a refund. Respondent did not respond to their efforts to contact her. In March 2022, she finally sent them their file. When Espinoza and Santillan received their file, they discovered that Respondent never filed Espinoza's U-Visa petition.

The A.G. Matter

A.G. entered the United States without inspection. A.G.'s spouse had filed a petition for him to obtain lawful permanent residence in the United States, but because A.G. was not inspected when he entered the United States, he was required to return to his home country and could be barred from re-entry into the United States for ten years.

In September 2017, Respondent orally agreed to file a Form I-601A application for a provisional unlawful presence waiver for A.G. Under the agreement, A.G. was to pay Respondent a flat fee of $2,500.00 for attorney's fees and $1,160.00 for the waiver filing fee. A.G. paid Respondent $2,620.00 to file a Form I-601A in installments.[6] Respondent did not deposit these payments into a trust account, even though she had not earned the funds at the time she received them. In fact, she made no deposits into her trust account in September, October, or December of 2017.

In August 2018, Respondent submitted A.G.'s waiver application. Though the United States Citizen and Immigration Services ("USCIS") normally issues a receipt notice within a month or two after an application is submitted, Respondent did not receive a receipt herself. Nor, until March 2020, did she confirm whether A.G. received a receipt.

Respondent did not contact USCIS about the status of A.G.'s application until June 2021. On July 24, 2021, Respondent received a response from USCIS stating that A.G.'s case was delayed and in line for processing and adjudication. On September 4, 2021, Respondent was notified that due to the amount of time that had passed since his spouse had submitted the original application, A.G. was required to pay the visa application fees again. Respondent did not notify A.G. that he needed to pay an additional application fee, however. On October 7, 2021,

[6] A.G. paid $500.00 in September 2017; $1,000.00 on October 16, 2017; $120.00 on October 16, 2017; and $1,000.00 on December 18, 2017.

Respondent received another notice about the fee. Again, Respondent did not notify her client of the required fee. Respondent thereafter received a third notice from the National Visa Center regarding the fees that A.G. owed; she did not alert A.G. of the notice.

Because A.G. did not pay the required fee, his waiver application was returned to Respondent in summer or autumn 2021. Respondent did not notify A.G. that his application had been returned. Unaware that his waiver application had been returned, A.G. terminated Respondent's representation and requested his file from Respondent. Respondent did not respond to A.G.'s request or return his file. And even though Respondent did not complete the representation, as A.G.'s application was rejected, she did not refund A.G.'s advance fee.

The L.R. Matter

In the first half of 2019, L.R. hired Respondent to help her seek permanent residency and a work permit. Respondent agreed to do the work on a flat-fee basis. She did not provide L.R. a written fee agreement or otherwise communicate the basis or rate of her fee in writing.

L.R. paid Respondent $2,400.00 in installments for the representation.[7] Respondent did not deposit these payments into her trust account, even though she had not earned the funds when she received them. L.R. also paid Respondent approximately $700.00 by money order for the work permit filing fee.

Respondent advised L.R. to pursue a green card via an application for victims of domestic violence under the Violence Against Women Act ("VAWA"). On L.R.'s behalf, Respondent filed a VAWA and lawful permanent residency application with a fee waiver request in May 2021. She did not include a required criminal background check with the application. Nor did she file an application for a work permit at that time, though L.R. believed that Respondent had done so.

Over several months at the end of 2021 and beginning of 2022, L.R. tried to contact Respondent concerning the status of her case. Respondent did not respond to her client's attempts to contact her during that time. Then, in March 2022, Respondent told L.R. that she filed L.R.'s criminal background check. But Respondent's statement was not true, as she had not filed the background check. Later that month, L.R. requested an update on her work permit. Respondent did not answer L.R.'s request.

In April 2022, L.R. emailed Respondent, telling Respondent that she would "file a fraud case" against Respondent for taking her money without performing any work on her case.[8] That month, L.R. also asked Respondent to return her file. But Respondent never responded to L.R.'s request or returned her file.

[7] L.R. paid $500.00 on April 25, 2019; $200.00 on December 27, 2019; $700.00 on August 4, 2020; $500.00 on October 27, 2020; and $500.00 on February 2, 2021.
[8] Compl. ¶ 50.

L.R. never received the notice that her application was deficient due to the missing criminal background check. After L.R. sought help with her case from Colorado Legal Services, she learned that the notice of her deficient application had been sent to Respondent. She also learned that Respondent never filed a work permit application on her behalf. Because Respondent did not complete the representation for which L.R. paid her flat fee, she did not earn the fee. Even so, Respondent did not refund any of the unearned flat fee L.R. had paid her.

As established on default, Respondent's conduct during her client matters violated nine Colorado Rules of Professional Conduct:

- Colo. RPC 1.3 requires that a lawyer act with reasonable diligence and promptness in representing a client. In the A.G. matter, Respondent thrice breached this rule when, for over a year and a half, she failed to verify that USCIS had received A.G.'s I-601A waiver; when she failed to notify A.G. that USCIS had sent three notices that he needed to pay his visa fees again; and when she failed to inform A.G. that his visa application had been returned and was no longer pending. Respondent also violated Colo. RPC 1.3 in the L.R. matter by failing to file L.R.'s VAWA and green card application with a required criminal background check and by failing to file a work permit application for L.R.

- Colo. RPC 1.4(a)(3) requires a lawyer to keep the client reasonably informed about the status of the client's matter. In the Espinoza and Santillan matter, Respondent violated this rule when she failed to inform Espinoza of the status of his matter and failed to tell him of that she was unable to respond to his requests for his file and for information. In the A.G. matter, Respondent violated Colo. RPC 1.4(a)(3) in several respects. She did not inform A.G. that she received multiple notices from USCIS that he must again pay his visa fee. Further, she did not inform A.G. that his visa application had been returned to her and was not in process. Respondent also violated Colo. RPC 1.4(a)(3) in the L.R. matter by failing to inform L.R. that her work permit had not been filed as requested and that immigration authorities had identified deficiencies in the VAWA application.

- Colo. RPC 1.4(a)(4) provides that a lawyer must comply with a client's reasonable requests for information. In the Espinosa and Santillan case, Respondent failed to respond to Espinoza's inquiries and requests for his file between autumn 2021 and March 2022, violating this rule. Respondent also breached this rule when, in the A.G. case, she never responded to A.G.'s requests for his case file. Respondent violated the rule a third time by failing to respond to L.R.'s requests for information about her case for several months during late 2021 and early 2022.

- Colo. RPC 1.5(b) provides that 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. Respondent never gave A.G. a written description of the basis or rate of her fee and expenses related to his matter, violating this rule.

- Under 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. Respondent violated this rule in all three client matters when she failed to place any of her three clients' funds in trust, instead consuming the money that her clients paid her before conferring any benefit or performing any legal services for them.

- Colo. RPC 1.5(h)(1) (effective January 31, 2019, to December 31, 2021) provides that a lawyer must communicate the terms of a flat fee in writing before or within a reasonable time after commencing the representation, including describing the services the lawyer will perform; the amount the client must pay the lawyer and the timing of payment; specific benchmarks signaling that the lawyer has earned a portion of a flat fee, if any portion will be earned before the representation concludes; and the amount or the method to calculate the lawyer's earned fees, if any, if the representation ends before the lawyer completes the specified tasks or benchmarks. Respondent violated this rule because she did not provide L.R. any writing that contained the information required under the rule governing her flat-fee agreement with L.R.

- Colo. RPC 1.15A(a) 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 in all three client matters by failing to hold her clients' funds in a trust account, separate from her own funds.

- Colo. RPC 1.16(d) provides that a lawyer must protect a client's interests upon termination of the representation, including by giving reasonable notice to the client, allowing time for the client to obtain other counsel, surrendering papers and property to which the client is entitled, and refunding any advance payment of the lawyer's fee or expense that has not been earned or incurred. Respondent violated this rule in each client matter. She failed to return Espinoza's unearned fees after he terminated her representation. And in both the A.G. and L.R. matters, Respondent did not return her clients' files or their unearned fees after the clients terminated her representation.

- Colo. RPC 8.4(c) 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.[9] In all three client matters, Respondent knowingly converted her clients' funds. At the time she received payments from each client, she knew she had not earned all of the funds and was not entitled to treat them as her own, and she knew that her clients had not authorized her to use the funds for her own purposes. Respondent also knew that she had agreed to represent each client on a flat-fee basis without any benchmarks for when she would earn

[9] *In re Kleinsmith*, 2017 CO 101, ¶ 14 (citing *People v. Varallo*, 913 P.2d 1, 10-11 (Colo. 1996)).

a portion of her fee. Despite knowing these facts, Respondent failed or refused to refund any unearned funds to her clients and has continued to treat the unearned funds as her own. Respondent has thus knowingly converted her clients' funds.

Respondent's Trust Account

In November 2017, Respondent opened a Colorado Lawyer Trust Account Foundation trust account and a business checking account with Chase Bank. From November 17, 2017, to October 26, 2020, Respondent's trust account contained no funds. During that period, Respondent deposited unearned client funds into her business checking account and transferred funds between her business checking account and her personal account.

On October 26, 2020, Respondent transferred $10,000.00 from her personal savings account into her trust account. That December, Respondent began transferring funds between her trust account and her business account. Thus, since October 2020, Respondent has used her trust account as her personal bank account and has paid her personal expenses from that account. In addition, Chase Bank closed Respondent's business account in February 2022 due to overdrafts. Since that time, Respondent has also used her trust account as her business account to run her law office and to pay business expenses.

Between August 10, 2021, and July 25, 2023, Respondent transferred funds or made payments totaling $58,323.00 from her trust account to David Martinez Cortes, her romantic partner. During that same period, Respondent received payments totaling $7,689.94 into her trust account from Martinez Cortes. Martinez Cortes was not Respondent's client at any time relevant to these events. Respondent's payments to Martinez Cortes were for their joint living expenses, and his payments to her were his contribution to those expenses. The amounts that Respondent regularly transferred to Martinez Cortes increased after August 23, 2022. On that day, Respondent received a federal loan in the amount $74,500.00, which was intended to help her continue to operate her business during the COVID-19 pandemic. She deposited the loan proceeds into her trust account.

Between August 10, 2021, and July 25, 2023, Respondent received and deposited payments totaling $6,185.00 into her trust account from her former spouse, Alfred Arroyo. Mr. Arroyo was not Respondent's client when he made these payments. Rather, the payments were for expenses related to his child with Respondent.

Respondent made other personal payments from her trust account, including but not limited to: rent for her residence from May 2022 until May 2023, totaling $17,940.00; Bank of America, for her personal credit card; ENT CU ECM, for her automobile payments; a check to City of Arvada, for two municipal tickets related to Respondent's dog; Sprint, for business and personal phones; a check for piano tuning and tip; Costco, for personal items; Colorado Supreme Court Offices, for administrative fee and an ethics course; Jefferson County Clerk Registration, for Respondent's automobile; Lowes, for a protection plan warranty for a personal purchase; a

payment to Party Safari that referenced Respondent's child; Public Storage Rental, for Respondent's personal use; checks for a steam mop, silver/crystal, and plants that Respondent purchased; Xcel Energy, for Respondent's residence; Body & Brain, for yoga class; and Progressive Insurance, for Respondent's automobile.

Falsification of Bank Records

In 2022, Chase Bank notified the People that Respondent's trust account was overdrawn. During the People's investigation of that matter, Respondent sent to them what she represented to be copies of her actual trust account bank statements for the months of December 2021, January 2022, and February 2022. Respondent had altered those statements with the intent to hide her misuse of her trust account. The trust account statements that Respondent exchanged with the People differed materially from the trust account statements that the People received after subpoenaing the bank.

As established on default, Respondent's conduct with respect to her trust account violated three Colorado Rules of Professional Conduct:

- Respondent deposited her own money, including funds from the federal loan, into her trust account. She used the trust account to pay her personal and business expenses. She did so while simultaneously keeping client funds in her trust account, resulting in prohibitive comingling. Respondent thus violated Colo. RPC 1.15A(a).

- Respondent also violated Colo. RPC 8.1(a), which prohibits a lawyer from knowingly making a false statement of material fact in connection with a disciplinary matter. Respondent breached this rule when she knowingly altered copies of bank records she provided to the People during their investigation, thus knowingly misrepresenting that the records accurately reflected the transactions in her account.

- Finally, Respondent's knowing misrepresentation concerning her trust account records also violated Colo. RPC 8.4(c).

III. SANCTIONS

The American Bar Association *Standards for Imposing Lawyer Sanctions* ("ABA *Standards*")[10] is the "guiding authority for selecting the appropriate sanction to impose for lawyer misconduct."[11] 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

[10] Found in ABA *Annotated Standards for Imposing Lawyer Sanctions* (2d ed. 2019).
[11] *See In re Roose*, 69 P.3d 43, 46-47 (Colo. 2003).

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 violated her duty of loyalty to her clients when she failed to safeguard their property and failed to protect their interests when they terminated her representation. She also violated her duty to diligently represent her clients. In addition, Respondent breached duties she owes to the legal profession to be candid and cooperative with disciplinary authorities.

Mental State: The entry of default in this case establishes that Respondent acted knowingly when she converted client funds and when she submitted to the People altered copies of bank records during their disciplinary investigation. The Court accepts these facts, as established on default, and finds that Respondent acted not only knowingly but intentionally in falsifying her trust account bank records.[12] The Court finds that Respondent acted knowingly, at a minimum, when she mishandled client funds and failed to protect her clients' interests when they terminated her representation. Given the extended period during which Respondent failed to act diligently and to communicate with her clients, the Court deems those failures willful.[13]

Injury: Respondent seriously injured her clients, the legal profession, and the reputation of lawyers. Respondent seriously harmed Espinoza by converting his money, failing to complete his work, and failing to return his unearned funds.

Respondent caused A.G. serious legal and personal harm by failing to communicate with him and by failing to diligently advance his immigration case. A.G. testified that he needed a hardship waiver to acquire permanent residency in the United States, which would have allowed him to return to his home country and visit family. Respondent's failure to diligently advance A.G.'s case positioned A.G. between a rock and a hard place. If he departed the United States before his residency was approved, he would have been required to remain in his home country for an extended period, separating him from his family and friends in the United States and causing him financial hardship. If he remained in the United States, he could not visit his dying mother. Ultimately, A.G. had to make the difficult decision to remain in the United States, and he missed the chance to see his mother, who has passed. Further, he is unable to leave the United States to visit his father, brothers, and nephews. A.G. felt especially harmed because Respondent gave him hope that he could see his mother and family but then betrayed that hope by doing nothing on

[12] *See* ABA *Standards* § IV, Definitions (differentiating knowing and intentional conduct by attributing to the later a "conscious objective or purpose to accomplish a particular result").

[13] *See People v. Williams*, 915 P.2d 669, 670 (Colo. 1996) (remarking that when a "respondent's neglect occur[s] over an extended period of time it must be deemed willful"); *see also Att'y Grievance Comm'n of Maryland v. Jarosinski*, 983 A.2d 477, 488-89 (Md. 2009) ("In the context of attorney grievance matters, willfulness is defined as the 'voluntary, intentional violation of a known legal duty not requiring a deceitful or fraudulent motive.'") (citation omitted).

his case. Legally, A.G. continues to experience fallout from Respondent's misconduct to this day, as he continues to pursue his lawful status. Indeed, A.G. testified that he was nervous about appearing in court for the disciplinary hearing, as he feared that immigration authorities might nab him in the process. Finally, Respondent caused A.G. significant financial injury when she failed to return his unearned funds.

Similarly, Respondent seriously injured L.R. legally, personally, and financially. L.R. testified that she depended on her VAWA petition to escape an abusive marriage. To fund the petition, L.R. said, she collected money in small amounts from birthday and holiday gifts and sought financial assistance from family. But when Respondent failed to advance her VAWA petition and failed to communicate with her, L.R. had to fire Respondent, leaving L.R. feeling helpless. L.R. said that Respondent's failure to turn over her case file—which contained discovery from her domestic violence case as well as other evidence for her application, including photographs, police reports, birth certificates, and identification information—forced L.R. to attempt to replace these documents, which was difficult. L.R. testified that one of the most harmful consequences of Respondent's conduct, however, was that L.R. had no choice but to remain in her abusive relationship, as L.R. relied on the immigration process to help her escape her circumstances. As a result, L.R. recounted, her two minor children (aged seven and eleven) spent more time in the confines of a situation in which they witnessed their mother abused and mistreated. L.R. stated that she believes Respondent takes advantage of people and that her experience with Respondent has deepened her distrust of lawyers, whom she fears will take her money but again fail to help her. L.R. said that her current pro bono counsel has restored some trust but that she will always be wary of seeking assistance from lawyers.

Respondent's misconduct also seriously harmed the legal profession. Respondent falsified trust account records during the People's investigation, concealing her misuse of her trust account. That, say the People, hindered their investigation. Respondent's failure to appear before the Court in this proceeding further harmed the legal profession by defying disciplinary bodies, including this Court.

ABA *Standards* 4.0-7.0 – Presumptive Sanction

Under the ABA *Standards*, the Court must assess the duties Respondent violated, her 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. As relevant here, ABA *Standards* 4.41(b) also calls for disbarment when a lawyer knowingly fails to perform services for a client, causing the client serious or potentially serious injury. Finally, under ABA *Standard* 5.11(b), disbarment is generally appropriate when a lawyer engages in intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice. The Court thus begins its analysis with disbarment as the baseline sanction.

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.[14] As explained below, the Court applies six aggravating factors and one mitigating factor.

Aggravating Factors

Pattern of misconduct – 9.22(c): Respondent's repeated misconduct in three different client matters warrants applying this factor.

Multiple offenses – 9.22(d): Respondent violated ten Colorado Rules of Professional Conduct in three separate client matters and her interactions with the People, warranting application of this aggravating factor.

Bad faith obstruction of the disciplinary proceeding – 9.22(e): The Court applies this aggravating factor, given that during the People's disciplinary investigation Respondent falsified records to cover up her conversion of client funds. Because of the fraudulent nature of Respondent deception, the Court finds her conduct here to be particularly egregious, thus warranting this factor's application.

Refusal to acknowledge wrongful nature of conduct – 9.22(g): Respondent's failure to participate in this proceeding, her failure to communicate with her clients and return their property, and her deceptive fabrication of bank records during the People's investigation together clearly demonstrate Respondent's refusal to acknowledge that her conduct was wrong. The Court thus applies this factor.

Vulnerability of the victim – 9.22(h): Undocumented immigration clients are generally considered the epitome of vulnerable victims.[15] Respondent's clients testified about their unsettled immigration status, which left them particularly vulnerable to predations from unscrupulous individuals, like Respondent; they cannot reliably expect much, if any, government protection if they are wronged. Indeed, A.G. testified that due to his unsettled status, he was frightened just to appear in court to testify. L.R. sought to escape an abusive marriage through a lawful immigration procedure, but she depended on Respondent to diligently pursue her status. Respondent's failure to act prolonged L.R.'s wait. The Court concludes that Respondent's clients were particularly vulnerable: her disregard of their matters unreasonably prolonged their wait to normalize their immigration status, needlessly exposing them to federal immigration enforcement. These facts warrant applying this factor.

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[14] *See* ABA *Standards* 9.21 and 9.31.

[15] *See, e.g., People v. Caldbeck*, 466 P.3d 1174 (Colo. O.P.D.J. 2020) (finding that an immigrant who sought residency as a domestic violence victim was particularly vulnerable).

Indifference to making restitution– 9.22(j): Respondent failed to return her clients' property, including their files and their funds, even after she was put on notice of this proceeding. The Court thus applies this factor.

Mitigating Factors

Absence of prior disciplinary record – 9.32(a): Respondent has not been disciplined in Colorado, and the Court has no evidence that she has a disciplinary record in another jurisdiction. The Court thus applies this factor in mitigation.

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."[16] 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.[17]

Under the ABA *Standards'* framework, the Court begins with a presumptive sanction of disbarment under ABA *Standards* 4.11, 4.41(b), and 5.11(b). When the Court considers the six aggravating factors and one sole mitigating factor, it sees no cause to depart from that presumptive sanction of disbarment, the ultimate sanction under Colorado's lawyer disciplinary regime.

Imposing disbarment is consistent with similar discipline cases. In *People v. Scabavea*, the Court disbarred a Missouri lawyer who abandoned two clients, including one immigration client, and who failed to return unearned fees.[18] Likewise, in *People v. Caldbeck*, the Court disbarred a Pennsylvania lawyer who failed to pursue his clients' immigration matters and converted their unearned fees.[19] And in *People v. Sarpong*, the Court disbarred a Colorado immigration lawyer after finding the lawyer abandoned his clients and retained unearned fees.[20] These cases confirm that disbarment is the only appropriate sanction for Respondent's misconduct.

Finally, the Court addresses restitution. Under C.R.C.P. 242.31(a)(3), the Court is empowered to order a disciplined lawyer to pay restitution, defined as "the return of fees, money,

[16] *In re Attorney F.*, 2012 CO 57, ¶ 20 (*quoting In re Rosen*, 198 P.3d 116, 121 (Colo. 2008)).
[17] *Id.* at ¶ 3.
[18] 562 P.3d 141, 155-56 (Colo. O.P.D.J. 2024).
[19] 466 P.3d at 1178-79.
[20] 470 P.3d 1075, 1082 (Colo. O.P.D.J. 2017).

or other things of value that were paid or entrusted to a lawyer."[21] The People seek an order that Respondent pay a total of $8,120.00 in restitution to her former clients as follows: $2,400.00 to Espinoza; $2,620.00 to A.G.; and $3,100.00 to L.R. The People represent that none of these clients has sought reimbursement from the Attorneys' Fund for Client Protection. No evidence suggests that Respondent is entitled to retain any of the money that her clients entrusted to her. The Court thus finds the People's requests for restitution are well-founded and appropriate.

IV. CONCLUSION

"The importance of quality representation is especially acute to immigrants, a vulnerable population who come to this country searching for a better life, and who often arrive unfamiliar with our language and culture, in economic deprivation and in fear."[22] Respondent abandoned her vulnerable clients and breached her duties to the profession. Disbarment is called for under the ABA *Standards* and is consistent with similar prior cases. Disbarment is also the only appropriate discipline this Court can impose that adequately protects the public. The Court thus disbars Respondent and orders that she pay restitution to her former clients.

V. ORDER

The Court **ORDERS:**

1. **LINDSAY ARROYO,** New York attorney registration number **4744975**, is **DISBARRED** from the practice of law in Colorado. The disbarment will take effect upon issuance of an "Order and Notice of Disbarment."[23]

2. Respondent **MUST** pay restitution to her clients totaling $8,120.00 **no later than Tuesday, April 8, 2025**, care of Jody McGuirk 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 she is licensed or otherwise authorized to practice law, including New York and the Executive Office for Immigration Review.

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 her compliance

[21] C.R.C.P. 241.

[22] *Aris v. Mukasey*, 517 F.3d 595, 600 (2d Cir. 2008).

[23] 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.

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 March 18, 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 March 18, 2025**. Any response challenging the reasonableness of those costs **MUST** be filed within seven days thereafter.

DATED THIS 4th DAY OF MARCH, 2025.

BRYON M. LARGE
PRESIDING DISCIPLINARY JUDGE