

**People v. Daniel L. English. 18PDJ022. April 25, 2018.**

The Presiding Disciplinary Judge approved the parties' conditional admission of misconduct and publicly censured Daniel L. English (attorney registration number 01731), effective April 25, 2018.

In 2014, English and another lawyer began representing a client in a medical malpractice case under a contingency fee agreement. Though the client had agreed to pay all costs, English fronted some costs for him. Co-counsel sent English a check for \$3,000.00 to cover a portion of those costs. In 2016, English and co-counsel had a disagreement, leading co-counsel to withdraw from the client's representation. She sent English a "notice of lien," stating that she expected to be reimbursed in the amount of \$3,000.00 once the case settled. English and co-counsel further communicated about the cost reimbursement issue, which was apparently not resolved.

Stipulations were reached in the client's case in fall 2016. The client executed a settlement release and non-disclosure agreement, which stated the settlement amount. English's final disbursement statement, however, did not specify the settlement amount received or computation of contingency fees, contrary to C.R.C.P. Chapter 23.3, Rule 5. He thereby violated Colo. RPC 1.5(c) (a lawyer's contingent fee agreement must conform to the requirements of Chapter 23.3 of the Colorado Rules of Civil Procedure).

Between October 2016 and January 2017, English's former co-counsel requested information from him about the case's outcome. English eventually responded, saying he had entered into a confidential settlement agreement and could not disclose the amount of the settlement. English did not segregate or withhold any portion of the settlement proceeds, even though his former co-counsel claimed an interest in them. English thus violated Colo. RPC 1.15A(c) (a lawyer shall keep separate any property in which two or more persons claim an interest until there is a resolution of the claims). English believed that his former co-counsel was not entitled to attorney's fees because she had withdrawn from the case prior to trial. After a request for investigation was filed, English moved a sum of money into his trust account for purposes of resolving the fee dispute, which the two lawyers later resolved.