

ADMONITION NO. 06-12

CLASSIFICATION:

Improper Financial Assistance to Client [Mass. R. Prof. C. 1.8(e)]

SUMMARY:

In February of 2002, the client hired the respondent to sue a local restaurant for injuries allegedly sustained when bottles broke and shattered glass injured his eye. While this case was pending, a judge set a \$50,000 cash bail for the client in a pending criminal matter. The respondent was not representing the client in that case.

The client's wife, also a former client of the respondent, sought the respondent's assistance in obtaining cash to post the client's bail. The respondent co-signed a loan with the client's wife, the proceeds of which were used to post the client's bail. That bail money was forfeited when the client defaulted at his court appearance. The wife then defaulted on the loan that she and the respondent had co-signed. The respondent paid the loan in its entirety, with interest, from his personal funds. When the client's personal injury suit against the restaurant later settled, the respondent applied the client's portion of the settlement funds to the amount that the respondent was owed for having paid the loan. The client, who by then was again in custody, denied any obligation to repay the defaulted loan, co-signed only by his wife, from the proceeds of his personal injury settlement. The respondent subsequently resolved this dispute with the client.

By co-signing and guaranteeing a loan for the benefit of his client while the client's personal injury case was pending, the respondent made an improper financial advance in violation of Rule 1.8(e) of the Massachusetts Rules of Professional Conduct.

The respondent has been a member of the Bar since June of 1999 and has no history of prior discipline. The respondent received an admonition conditioned upon his attendance at a CLE course designated by Bar Counsel.