

ADMONITION NO. 21-06

CLASSIFICATION:

No Written Fee Arrangement [Mass. R. Prof. C. 1.5(b)(1)]

SUMMARY:

In December 2018, the respondent received a message through an attorney referral service from a husband and wife who were seeking advice in connection with an ongoing dispute with a construction contractor. The respondent initially discussed the matter with one of the prospective clients by telephone. As a result of that initial discussion, the couple agreed to provide the respondent with a substantial number of documents regarding the project and their dispute with the contractor. The respondent spent several hours reviewing these documents. Thereafter, he held a second telephone conference with the couple, which lasted approximately an hour. The couple decided not to use the respondent as their attorney in the dispute.

Approximately two weeks after the second telephone conference, the respondent sent the couple an invoice detailing the services he had provided in the matter. The invoice contained nine separate billing entries over four separate days, covering a span of two weeks. The total amount of the invoice was \$700, based on an hourly rate of \$225, with the initial half hour of the respondent's time charged at a lesser rate and a discount of \$270 applied to the overall bill.

The respondent had not communicated the scope of the representation or the basis or rate of the fee to the client in writing as required by Mass. R. Prof. C. 1.5(b)(1). The exceptions to the writing requirement set forth in Mass. R. Prof. C. 1.5(b)(2) did not apply because the respondent's work on the matter extended beyond a single-session consultation and because the respondent anticipated at the outset that his hourly fees would exceed \$500.

The respondent has been a member of the bar since 2012 and has no prior record of discipline. He received an admonition for his misconduct.