

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE PROCEEDINGS BEFORE THE
FEE DISPUTE ARBITRATION COMMITTEE
OF THE STATE OF NEVADA**

GEORGE WRIGHT &
LISA WRIGHT

Petitioner(s),

V.

RODNEY S. WOODBURY, ESQ.

Respondent,

Fee Dspute No: 10-048

Hearing Date: 11/11/2010

Hearing Time: 9:30 AM

**DECISION OF THE ARBITRATION
PANEL**

1. **Jurisdiction.** This is a dispute between a client and an attorney concerning the fee claimed for legal services rendered by an attorney licensed to practice law in this state. There does not appear to be a contract establishing an attorney/client relationship between the parties (Respondent did not have a copy available at the time of the hearing; Petitioners claim no contract between the parties was ever signed). The amount in controversy appears to be \$37,573.75. However, at the time of the hearing two other amounts were tendered by Respondent:

- a. \$52,554.69 minus \$15,000 (discount) plus interest
- b. \$67,554.69 plus interest plus attorney fees plus costs of collection

2. **Identification of the Parties.** The Petitioners are George and Lisa Wright, 1314 Denver St. – Boulder City, NV 89005. The Respondent is Rodney S. Woodbury of Woodbury, Morris & Brown, 701 N. Green Valley Pkwy. – Ste. 110 – Henderson, NV 89074.

3. **Execution of Arbitration Agreements:** Both parties executed an agreement for binding arbitration.

1
2 **4. Nature of Dispute:** This matter generally involves the issue of what portion, if any, of
3 approximately \$37,573.75, claimed by the Petitioners to have been a result of double and
4 triple billing by Respondent, is owed by Petitioners to Respondent. As previously stated, at
5 the time of the hearing two other amounts were tendered by Respondent:

- 6
7 a. \$52,554.69 minus \$15,000 (discount) plus interest
8 b. \$67,554.69 plus interest plus attorney fees plus costs of collection
9

10 so this panel feels the Respondent is not quite clear what exactly is owed by Petitioners to
11 Respondent.

12
13 According to the evidence submitted, the Petitioners retained the Respondent in February, 2006
14 (no copy of a contract establishing attorney/client relationship was provided at the time of the
15 hearing).

16
17 Both Petitioners and Respondent agreed that Petitioners retained Respondent in connection with a
18 property boundary dispute between Petitioners and their neighbors Danny and Diana Gibson of
19 1307 Denver St. – Boulder City, NV 89005.

20
21 David Williams' testimony during the hearing confirmed that the Petitioners expressed on more
22 than one opportunity that their total budget for the costs of litigation involving the boundary
23 dispute with the Gibson's was \$25,000.

24
25 Petitioners testified that they paid Respondent in excess of \$42,000 between February, 2006 and
26 May, 2008.

1 Copies of Respondent's invoices presented as evidence by Petitioners at the time of the hearing
2 show that invoice dated March 5, 2008 (#8361) detailed services rendered from February 4, 2008
3 through March 5, 2008 for a total of \$1,553.70 in current charges and invoice dated March 31,
4 2008 (#8450) detailed services rendered from March 6, 2008 through March 31, 2008 for a total
5 of \$3,334.00 in current charges.

6
7 Testimony by Petitioners at hearing indicated that Respondent did not provide an invoice to
8 Petitioners for 14 months after the Wright's case settled. Petitioners provided copies of the
9 following invoices that are in dispute and claimed to have been received by Petitioners at the
10 same time (14 months after their matter settled):

11
12 Invoice dated April 30, 2008 (#10186) –services from March 31, 2008 to April 3, 2008
13 (\$13,055.00 in current charges)

14 Invoice dated June 3, 2008 (#10187) – services from May 1, 2008 to June 3, 2008 (\$58,983.67 in
15 current charges)

16 Invoice dated July 1, 2008 (#10188) –services from June 17, 2008 to June 27, 2008 (\$257.47 in
17 current charges).

18
19 Review of said invoices by this panel presented the question of why, although invoices are dated
20 at least one month apart, the invoice numbers are consecutive. When panel members asked
21 Respondent why invoices were numbered consecutive and if Respondent had not invoiced any
22 other client from April 30, 2008 to July 1, 2008, Respondent did not provide a clear explanation.

23
24 Although Respondent testified that his clients should receive monthly invoices, Respondent was
25 not able to produce monthly invoices for Wrights' matter and actually acknowledged during the
26 hearing that the Wrights were not, in fact, billed monthly and that there was a significant gap
27 between March, 2008 and the time the Wrights received the final 3 invoices from Respondent's
28

1 office.

2
3 Further review of the evidence presented by Petitioners by this panel revealed what appeared to
4 be multiple entries for research and other related litigation services. "Research" in particular was
5 a line item on Respondent's invoices that was heavily disputed by Petitioners and no rebuttal
6 evidence or proof justifying repeated research in Wrights' matter was introduced by Respondent.
7

8 **5. Arbitrators:** This dispute was arbitrated by a three member panel pursuant to the Fee
9 Dispute Rules. The panel consisted of Miriam E. Rodriguez, Esq. (Chairperson), 1771 E.
10 Flamingo-B114, Las Vegas, NV 89119; Kelly H. Swanson, Esq., 6787 W. Tropicana, Ste.
11 241, Las Vegas, NV 89103 and Nancy Yarbrough, 2777 Paradise Rd.-Ste. 604, Las Vegas,
12 NV 89109.
13

14 **6. Date and Place of Arbitration Hearing:** The arbitration hearing was held on November 11,
15 2010 at 9:30am at 1771 E. Flamingo-B114, Las Vegas, NV 89119 (office of Chairperson).
16

17 **7. Notice of Hearing:** A notice of hearing was duly served by mail on all parties.
18

19 **8. Appearances at Hearing:** George Wright appeared telephonically, Lisa Wright and David
20 Williams (witness for Petitioners) appeared in person, Rodney S. Woodbury and Steve
21 Morris also appeared in person.
22

23 **9. Report of Hearing:** Neither party arranged for the hearing to be reported.
24

25 **10. Witnesses:** Other than the Petitioners and Respondent, David Williams, appeared in person
26 as a witness for Petitioners.
27
28

1 **11. Other Evidence:** None

2
3 **12. Inquiry Concerning Further Evidence:** Panel members specifically inquired on multiple
4 occasions whether Petitioners or Respondent had any further evidence to submit. Petitioners
5 relied on evidence submitted with their Fee Dispute packet and although Respondent brought
6 in additional documents from his car during the hearing, Respondent was not able to provide
7 any evidence which differed from that which he included with this response brief.
8

9 **13. Findings:** During deliberations which took place immediately following the hearing of this
10 matter, the panel of arbitrators considered all of the testimony provided by Petitioners,
11 Respondent, Mr. Morris and Mr. Williams and reviewed the voluminous documentation
12 presented in support of each side of the case. In addition, panel members presented their
13 conclusions based on their independent review of the evidence submitted by the parties. It
14 was obvious that all panel members took an enormous amount of time to closely review the
15 documentation provided while taking into consideration the disputes brought up by both the
16 Petitioners and Respondent.
17

18
19 It is the determination of the arbitration panel in this case that although the legal matter for
20 which the Respondent was retained was indeed complicated and work intensive, Respondent
21 was aware from the onset of the Wrights' case that the Petitioners had a limited budget with
22 which to work. Evidence was introduced by Respondent regarding Respondent's intent to
23 withdraw during litigation, however, Respondent chose not to withdraw and continued to
24 incur legal fees in spite of Petitioners repeated statements regarding their limited budget of
25 \$25,000.00. Petitioners' testimony during the hearing reiterated that Petitioners were not
26 sophisticated clients with respect to costs of litigation, hence, shifting the burden on counsel
27 to either withdraw from representation or come to an agreement with Petitioners regarding
28

1 potential additional legal fees of approximately \$70,000.00 as reflected in the April, June and
2 July, 2008 invoices –prior to incurring the charges.

3
4 This panel did find evidence of excessive or double billings with regard to bills generated in
5 the case, and also finds that the additional \$72,295.47 billed April, June and July, 2008 was
6 unreasonable or excessive, given the nature of the proceedings in this matter and the amount
7 of monies already collected by Respondent from Petitioners (approximately \$42,000.00).

8
9 Lastly, this panel heard no reasonable explanation from Respondent as to why:

- 10 a. The invoices from April, June and July, 2008 were numbered consecutively
11 b. Why Respondent did not bill Petitioners for 14 months after the Wrights' matter settled
12 c. Why Respondent failed to follow up on the Stipulation and Order reflecting the terms of
13 the agreement put on the court's record the date set for trial (June 2, 2008).

14
15 **14. Decision and/or Award.** It is the decision of the arbitration panel in this case that base on the
16 considerations contained in the preceding paragraphs, Petitioners are not indebted to and
17 Respondent is not entitled to collect from Petitioners the sum of approximately \$37,573.75,
18 nor any other amount mentioned during the hearing (i.e. \$52,554.69 minus \$15,000
19 (discount) plus interest or \$67,554.69 plus interest plus attorney fees plus costs of collection).

20
21 **15. Appeal:** The decision in this matter is final and no appeal on the merits from the
22 determination of this arbitration panel shall lie. An appeal may be made to the Executive
23 Counsel by a party only if a party contends that:

- 24
25 a. If any arbitrator hearing the fee dispute failed to be qualified in accordance with the
26 standard set forth in paragraph C(9) or D(1) of these By-laws;
27 b. The committee fails substantially and materially to comply with the procedural
28

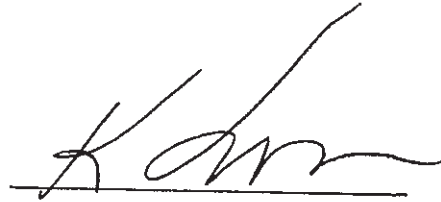
1 requirements of the By-laws; or

2 c. There was actual fraud on the part of any arbitrator (arbitrators)

3
4 Dated this _____ day of December, 2010.

5
6
7 _____
8 MIRIAM E. RODRIGUEZ, ESQ.
9 Law Office of Miriam E Rodriguez, PC
10 1771 E. Flamingo-B 114
11 Las Vegas, NV 89119
12 Arbitration Panel Chairperson

13 _____
14 Nancy Yarbrough
15 2777 Paradise Rd. #604
16 Las Vegas, NV 89109

17
18
19
20
21
22
23
24
25
26
27
28


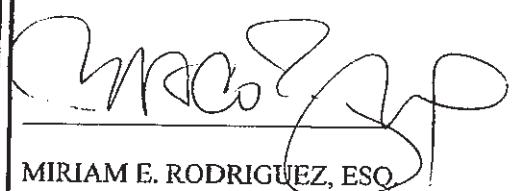
KELLY H. SWANSON, ESQ.
6787 W. Tropicana – Ste. 241
Las Vegas, NV 89103

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

requirements of the By-laws; or

c. There was actual fraud on the part of any arbitrator (arbitrators)

Dated this 17 day of December, 2010.



MIRIAM E. RODRIGUEZ, ESQ.
Law Office of Miriam E Rodriguez, PC
1771 E. Flamingo-B 114
Las Vegas, NV 89119
Arbitration Panel Chairperson

KELLY H. SWANSON, ESQ.
6787 W. Tropicana – Ste. 241
Las Vegas, NV 89103



Nancy Yarbrough
2777 Paradise Rd. #604
Las Vegas, NV 89109