

Court Clarifies Factors to Consider for Fraud Allegation Related to Attorney-Client Fee Agreement

“Where plaintiff alleged that defendant attorney fraudulently charged a higher hourly rate than what was agreed upon, the trial court should have engaged in a three-factor analysis to determine whether the written fee agreement could be used to defeat the fraud claim,” writes The Law Offices of John Day, P.C. in *Day on Torts*.

“In *Vazeen v. Sir*, No. M2019-01395-COA-R3-CV (Tenn. Ct. App. Mar. 4, 2021), plaintiff filed a fraud claim against defendant attorney who had represented him for a portion of plaintiff’s previous divorce case. Plaintiff asserted that defendant had engaged in fraudulent billing and that defendant had ‘charged a higher hourly rate than agreed.’ After an initial appeal and remand, the trial court held a bench trial where plaintiff and defendant were the only witnesses. The trial court ultimately ruled for defendant on all claims, and this ruling was affirmed in part and reversed in part on appeal.”

Read the article.