

**IN RE: JOSEPH MICHAEL MAJCHRZAK****NO. BD-2015-017****S.J.C. Order of Term Suspension entered by Justice Lenk on March 12, 2015, with an effective date of April 11, 2015.¹****SUMMARY²**

The respondent, Joseph Michael Majchrzak, was admitted to the practice of law in Massachusetts on December 16, 1998.

On July 21, 2010, the respondent signed an independent contractor agreement, and thus became affiliated with an entity called Family Legal, which was owned and operated by Attorney Jeffrey Runge. Family Legal was a New Hampshire-based network of affiliated lawyers in several New England states. It advertised for clients and referred those clients to its affiliated attorneys. By the terms of the agreement, the respondent agreed to perform legal services for Family Legal's clients, at one of Family Legal's offices, for which he would receive forty-percent of all fees invoiced and collected by Family Legal. On its website, Family Legal provided a listing of telephone numbers for its various offices in Massachusetts, New Hampshire and Maine.

On or about September 2010, a client from Michigan called Family Legal and was directed to the Malden office, where the respondent took the call. The client informed the respondent that he wanted to engage Family Legal to help him locate his estranged minor daughter, who lived in Massachusetts. He wanted to establish visitation with her.

Following the conversation, the respondent sent the client a letter on Family Legal's letterhead, thanking him for choosing Family Legal, informing him that the respondent had been assigned to his case, and instructing him to sign "a Flat Fee Agreement to retain Attorney Joseph M. Majchrzak . . ." Without the knowledge or authorization of Runge, the respondent signed Runge's name to the letter. The respondent attached the referenced fee agreement to the letter and instructed the client to make his check or money order payable to Attorney Joseph M. Majchrzak. Shortly thereafter, the client sent the executed fee agreement back to the respondent, with a cashier's check for \$3,500. The respondent negotiated the

¹ The complete Order of the Court is available by contacting the Clerk of the Supreme judicial Court for Suffolk County.

² Compiled by the Board of Bar Overseers based on the record filed with the Supreme Judicial Court.

check. He did not notify Family Legal that he had entered into a fee agreement with the client or that he had received a payment from the client, and he did not remit any portion of the \$3,500 to Family Legal.

The respondent represented the client between October 2010 and December 2011, when the representation was effectively terminated. The respondent made only limited efforts to obtain visitation with his daughter, and he did not accomplish anything in that regard. On October 19, 2011, the client e-mailed the respondent reiterating that his major goal was a court order establishing visitation with his daughter. The respondent did not reply to the e-mail and took no action to obtain a court order.

Family Legal terminated the respondent for unrelated reasons on September 29, 2011. In December 2011, the client contacted Runge to complain about the respondent's lack of progress in pursuing the goals of the representation. Runge informed the client that he was unaware that he had engaged Family Legal; that Family Legal had no record of the respondent's representation of the client; that Family Legal had obtained no part of the fee paid by the client, and that he could not help the client with his complaints about the respondent.

By failing to take the necessary steps to obtain visitation for the client with his daughter, the respondent failed to provide diligent representation, in violation of Mass. R. Prof. C. 1.3.

By failing to respond to the client's October 19, 2011 e-mail, and by taking no further action on the client's behalf, the respondent violated Mass. R. Prof. C. 1.4(a) and 1.16(d).

By misrepresenting to the client that he had engaged Family Legal, signing Runge's name to a letter without his authorization, failing to inform Family Legal that the client had engaged him, and failing to remit to Family Legal the fee it was due, the respondent engaged in conduct involving dishonesty, fraud, deceit and misrepresentation, in violation of Mass. R. Prof. C. 8.4(c), and conduct which adversely reflects of his fitness to practice law, in violation of Mass. R. Prof. C. 8.4(h).

After the client complained to bar counsel, the respondent refunded the client's fee. He also enrolled in a program offered by the Law Office Management Assistance Program.

The matter came before the Board of Bar Overseers on the parties' stipulation of facts and joint recommendation for discipline. On February 23, 2014, the board voted to accept the stipulation and recommend to the Court that respondent be suspended from practice for a period of eighteen months. On March 12, 2015, the Court, Lenk, J., issued an order suspending the respondent for eighteen months, effective thirty days after the issuance of the order.