

compensated and it is this concern that in my opinion is addressed by the phrase in the Local Rule “unless the debtor expressly agrees otherwise in writing.” While an engagement agreement may not contain an absolute exoneration of an attorney’s obligation to represent the client in any aspect of the bankruptcy matter, it may provide that such representation is conditioned upon satisfactory payment for services and that the failure of the client to render payment will entitle counsel to seek to withdraw from the matter pursuant to Rule of Professional Conduct 1.16(b)(5) and MLBR 2091-1. It may also provide that if upon the initiation of an adversary proceeding counsel feels ill-equipped to represent the debtor then counsel will refer the matter to an attorney who is capable of handling it.

Judge Hillman presented a thoughtful and cogent analysis of MLBR 9010-3(d) and the relevant Rules of Professional Conduct in *In re Cuddy*, 322 B.R. 12 (Bankr. D. Mass. 2005). I concur with his analysis. *Cuddy* is often cited for the proposition that once an attorney files a bankruptcy case he or she is in for the duration. I do not read *Cuddy* quite so expansively. In any event, I am prepared to consider an attorney’s request to withdraw from a matter on a case-by-case basis.

In light of the foregoing, at the show cause hearing which will take place on 01/03/2013 at 10:15 am, the debtor and counsel shall report on the status of their efforts to afford the debtor competent legal representation in this adversary proceeding consistent with the Local Rules of this court and the Rules of Professional Conduct of the Supreme Judicial Court.

Dated: December 13, 2012

By the Court,



Melvin S. Hoffman
U.S. Bankruptcy Judge