THE PRIVATE BRIEF · BUSINESS

How the Monthly Hours Actually Get Used: A Sample Month on a Ten-Hour Plan

ANTHONY CLEMENZA · MANAGING PARTNER

September 2026

IN BRIEF

- A month on a ten-hour plan is rarely one big project. It is a dozen or so entries between fifteen minutes and two hours: contracts, hiring paperwork, governance and short questions.
- Most of the value sits in the small entries, the questions that would never have justified opening a matter by the hour.
- In a quiet month the same plan costs more per hour than the meter would, because unused hours do not roll over, which is why the monthly usage summary exists and why moving down a plan is a real option.

Ten hours of legal help a month. Said out loud, it sounds like a lot or like not much, depending on what you picture inside it. Most founders picture one big thing: a contract negotiated end to end, perhaps, or a financing. The reality is smaller and more useful than that, and the clearest way to show it is to open a month and read it line by line.

What follows is an illustration. The company is a composite, not a client, and none of these entries describes a real matter. It is a growing New York software company on a ten-hour plan (at this firm, that is the Professional Access plan), and the month is set out the way a monthly usage summary is: the entry, the time in hours, and what it produced. There is no typical month, so read this as representative rather than average. The value of a plan is set by the small entries, not the large ones.

Week one: 2.8 hours

- **A large customer's contract, first pass (2.0).** The redline went back with four changes: a limit on each side's liability tied to the fees paid over the prior twelve months, a narrower promise to defend the customer against intellectual property claims (limited to the company's own product), removal of a clause letting the customer change the terms on its own, and a fix to a defined term that meant two different things in two places. Two of the four really mattered. The other two cost nothing to ask for and improved the deal.
- **A security questionnaire (0.5).** A call with the customer's lawyer to separate the security commitments the company can actually show from the ones the questionnaire assumed. Two answers changed before signing rather than after.
- **A short question (0.3).** Can we put a customer's logo on our website? Answered in two sentences, pointing to the clause in that customer's contract that settles it.

Week two: 1.4 hours

- **An offer letter for a senior engineer (0.6).** The standard template, one negotiated change to how the engineer's equity vests if the company is sold, and the assignment of the engineer's work to the company (so the code belongs to the company, not to the person who wrote it) signed before the start date rather than chased afterward.
- **A freelance designer's contract (0.5).** A four-month project, priced well above the threshold of New York's Freelance Isn't Free Act. That law covers an independent contractor working alone, hired for $800 or more, counting all their contracts with the same business over the preceding 120 days. A few professions are excluded; designers are not among them. General Business Law section 1412 requires a written contract listing both parties' names and mailing addresses, the services itemized with their value and how they will be paid, the date payment is due (or how that date will be set), and the date by which the freelancer must submit a list of the work done. The business must keep the contract for at least six years. A separate section, 1411, requires payment by the date the contract sets, or within thirty days after the work is finished if it sets none.
- **A job posting (0.3).** The role was about to go up without a pay range. Because the company has four or more employees, New York Labor Law section 194-b requires an advertisement for a job done at least partly in New York, or reporting to a supervisor or office here, to show the pay or a pay range, and the job description if one exists. Fixed before it went live.

Week three: 2.0 hours

- **The customer contract, second pass and signature (1.1).** The customer accepted three of the four changes and countered on the fourth. The counter was accepted with a narrow exception, and the contract was signed.
- **A software renewal, caught with nine days to spare (0.6).** An annual vendor contract renewed automatically unless the company gave thirty days' notice. It was flagged thirty-nine days out, from the inventory of contracts made when the engagement began. The company chose to renew, but for fewer seats, at a price it negotiated rather than one it inherited.

- **Short questions on the direct line (0.3).** Four quick exchanges, none of which would have turned into a question on an hourly bill.

Week four: 3.1 hours

- **A board approval for the engineer's stock options (0.9).** The directors approved the option grant from week two in a signed written consent rather than a meeting, and it was recorded in the company's minute book, not only in the software that tracks who owns what.
- **A partner's reseller agreement, first read (1.5).** Three issues flagged: exclusivity broader than anything discussed, a clause promising the partner the company's best price, and a termination clause that ended every obligation, including the ones that should outlast the deal.
- **A customer's insurance demand (0.4).** Checked against the company's actual coverage. One requirement was already met, one needed an addition to the policy, and the third was negotiated out.
- **A question routed out (0.3).** A question about stock options that was really two questions. The legal half was answered here; the tax half went to the company's accountant, with a note on exactly what to ask.

The plan also includes a monthly strategy session with the founders, and this month's is where the next month's list came from.

The arithmetic

Total: 9.3 hours of 10. The other 0.7 did not carry into the next month. On this firm's plans unused hours never do, because the fee reserves the lawyer's availability whether or not every hour is used.

Billed by the hour at Clio's 2025 average rate for a New York lawyer, $426, the same 9.3 hours would have come to $3,961.80. The plan's effective rate for the month is its fee divided by the 9.3 hours used. We do not print our fees in articles, because an article outlives a price; they are on the firm's general counsel page. Set that division beside $426, or beside the rate on your own legal bills, and you have the whole comparison.

Now the quiet month. Same company, holiday season, no deals closing: one contract, one policy question, a couple of short exchanges.

Total: 5.4 hours. The fee is the same, so each hour used cost 10 divided by 5.4, about 1.85 times what it would have cost in a month when every hour was used. The same 5.4 hours billed at $426 would have come to $2,300.40. If the monthly fee is more than that, the plan lost that month, and there is no point pretending otherwise.

Over a year, the test is the same division done once: add up the hours actually used across twelve months, divide the year's fees by that total, and compare the answer with what you would otherwise pay per hour. If most months look like the first one, the plan is doing its job. If most look like the second, the right move is a smaller plan, and on our plans you can move down (or up) at any monthly renewal. A plan that is never checked against actual use is just a subscription. That is what the monthly usage summary is for: it shows what the month consumed against your hours, and what is still open.

The value of a plan is set by the small entries, not the large ones.

What did not happen that month

Nothing in that list is a financing, a lawsuit or an acquisition. On this firm's plans, litigation is never part of a plan, and a larger matter, such as a financing closing, an acquisition, or a dispute that outgrows the monthly hours, is scoped with you as a separate engagement at preferred member rates before any of it is incurred. Disputes handled at the negotiating table, by contrast, are ordinary plan work. Had the company closed a financing in week three, the plan hours would still have gone to the ordinary work, and the deal would have run alongside on its own written scope.

That is not a limitation being confessed. It is the shape of the product, and it is better said in the month you sign than in the month you run past it.

Why the small entries matter most

Look back and count the entries under half an hour: the logo question, the job posting, the short questions on the direct line, the question routed to the accountant. On an hourly bill, none of those becomes a matter, which means none becomes a question, and the risk stays exactly where it was, unexamined.

Where to start

If you are on a plan now, ask for last month's usage summary and read it the way you just read this one: entry by entry, then the total. Divide the fee by the hours used. If you are not on a plan, run the same exercise on your last three months: list every legal question, including the ones you never sent to a lawyer, and estimate the time each would have taken. Count the short ones carefully. They are the ones that add up.

This is general information about how monthly counsel plans are used, not legal advice about your company.

WRITTEN BY

Anthony Clemenza

MANAGING PARTNER

Anthony is the Managing Partner of Clemenza Law Group and serves as general counsel to a wide range of companies and philanthropic organizations. Nearly every essay here began as a real question from a real client: the contract that landed at 4 p.m., the board that meets on Thursday. He writes them the way he would answer you across the table, plainly and with care.

CLEMENZA LAW GROUP

NEW YORK, NY · (212) 365-4875 · CLEMENZALAW.COM

The current version of this essay is kept at clemenzalaw.com/insights/sample-month-ten-hour-gc-plan