

Carrie Janto - Fwd: Proposed amendments to the trust account rule

From: Julie Rich
To: Janto, Carrie
Date: 4/10/2007 10:28 AM
Subject: Fwd: Proposed amendments to the trust account rule

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CLERK OF SUPREME COURT
OF WISCONSIN

>>> "Richard Lawson" <lawsonlawoffice@verizon.net> 4/9/2007 3:24 pm >>>
Dear Ms. Rich:

I understand the Wisconsin Supreme Court will review the above topic at a hearing on April 12, 2007. As a practicing criminal defense lawyer for the past 29 years, I would like to offer the following comments.

My standard criminal and traffic fee agreement includes a non-refundable flat fee component and potential hourly rate charges for services related to motions, trial, and/or a contested sentencing. I would be happy to fax you a sample upon request. My initial non-refundable flat fees are deposited into my business account, and there are no bills or refunds of any portion of the initial payments in cases I handle to conclusion. Itemized bills and trust account reconciliations are provided in the minority of cases where chargeable fees are incurred.

I totally agree with the idea that fee agreements should be clear and should be conveyed somehow in writing to each client. I have no objection to providing an accounting and a fair adjustment to a client if my services are terminated prior to the conclusion of his or her case. I further would have no objection to, and in fact would welcome, binding arbitration in any dispute over unearned fees.

In my experience flat fees are easy to understand for clients, and in the rare instance where I offer clients a choice, almost all clients including doctors, dentists, and lawyers choose the flat fee option. If the amended rules in final form require all fee payments to be deposited into a trust account, it would force me to hire more secretarial staff and to increase by hourly rate, thereby needlessly burdening both my clients and me.

Thank you.

Respectfully yours,

Richard M. Lawson
RML:mag