

SUPREME COURT OF WISCONSIN
OFFICE OF LAWYER REGULATION

Public Reprimand With Consent

2017-OLR-_____

Jared C. Redfield
Attorney at Law

The Respondent, Attorney Jared C. Redfield (“Redfield”), age 76, was admitted to the practice of law in Wisconsin on September 16, 1985, and practices in Stevens Point, Wisconsin. This reprimand is based on Redfield’s conduct in three separate matters.

First Matter

On or about January 13, 2016, a client hired Redfield to represent her in child custody and placement matters. On or about January 20, 2016, the client paid Redfield a \$2,000 advanced fee. Redfield deposited the \$2,000 advanced fee directly into his business account. The client received a receipt for the \$2,000 advanced fee payment.

On October 5, 2016, Redfield sent the client a final invoice dated August 29, 2016, and a copy of a Legal Services Agreement, dated January 13, 2016. The client had never previously received the purported Legal Services Agreement. The client stated there was no written fee agreement for the representation.

Although Redfield’s Legal Services Agreement signals an intent to comply with the alternative placement measures for advanced fees permitted under former SCR 20:1.15(b)(4m) and current SCR 20:1.5(g), Redfield did not provide the agreement to the client until after the client had already terminated the representation.

The Legal Services Agreement was purportedly for Redfield's representation of the client and was signed by Redfield. However, the Legal Services Agreement was not signed by the client. The Legal Services Agreement contemplated a signature by the client.

On July 1, 2016, Redfield filed a Motion to Change Venue on behalf of the client in the cases. At a July 7, 2016 motion hearing, the court granted the Motion to Change Venue in the cases. The court instructed Redfield to draft the order.

On July 29, 2016, an Order for Change of Venue was filed. However, a Wisconsin Circuit Court Access (WCCA) event record stated, "File can not be transferred until transmittal fee is paid by [the client]."

With respect to the motion to change venue, the client stated, "I was granted the change of venue however Jared never filed the proper paperwork to actually get the file transferred." The client further stated, "Not until I told him that I had called the originating county for myself, which verified they had not received anything from him, did he admit it was not completed."

With respect to a Motion to Change Placement and Custody, Redfield stated that he prepared the motion, but his legal assistant left his employment before she had filed the motion with the court and had it served, unbeknownst to him. Thereafter, Redfield and the client appeared in court for a motion that had never in fact been filed. When Redfield and the client appeared in court for what they thought was the scheduled motion hearing, the judge informed them that no motion had been filed.

On or about August 10, 2016, the client terminated Redfield's representation and hired successor counsel. On September 6, 2016, a Certificate of Transmittal regarding the change of venue was finally filed by successor counsel.

Redfield is the sole member of Redfield Law Offices, LLC and he supervises and oversees the staff. With respect to why he did not file the necessary papers to effectuate the change of venue after the court granted the Motion to Change Venue, Redfield stated, “The necessary papers to effectuate the change of venue to Wood County were not filed as at the time the order was received my replacement legal assistant had just left and work flow was necessarily interrupted while a new search was begun.”

With respect to his law office’s policies and procedures regarding the responsibilities and supervision of paralegals and nonlawyer assistants, Redfield stated, “This is a small office. My assistant and I discuss cases, my assistant prepares documents and I review them.”

By failing to file the necessary papers to effectuate the transfer of the cases, after the court granted the client’s Motion for Change of Venue, Redfield violated SCR 20:1.3, which states, “A lawyer shall act with reasonable diligence and promptness in representing a client.”

By failing to communicate to the client in writing the scope of his representation or the basis or rate of his fee or expenses for which the client would be responsible; and by failing to communicate to the client in writing the purpose and effect of the advanced fee that was paid to him, Redfield violated SCR 20:1.5(b)(1), which states, “The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate as in the past. If it is reasonably foreseeable that the total cost of representation to the client, including attorney’s fees, will be \$1000 or less, the communication may be oral or in writing. Any changes in the basis or rate of the fee or expenses shall also be communicated in writing to the client.” and SCR 20:1.5(b)(2), which states, “If the total cost of representation to

the client, including attorney's fees, is more than \$1000, the purpose and effect of any retainer or advance fee that is paid to the lawyer shall be communicated in writing."

By failing to hold the advanced fee in trust, without conveying to the client an intention to use alternative fee placement measures, Redfield violated former SCR 20:1.15(b)(4), in effect prior to July 1, 2016, which stated, "Except as provided in par. (4m), unearned fees and advanced payments of fees shall be held in trust until earned by the lawyer, and withdrawn pursuant to sub. (g)..." and current SCR 20:1.5(f), which states, "Except as provided in SCR 20:1.5(g), unearned fees and funds advanced by a client or 3rd party for payment of fees shall be held in trust until earned by the lawyer, and withdrawn pursuant to SCR 20:1.5(h). Funds advanced by a client or 3rd party for payment of costs shall be held in trust until the costs are incurred."

By failing to make reasonable efforts to establish internal policies and procedures designed to identify and prevent filing errors via the conduct of his paralegal and/or legal assistant, and by failing to have in place adequate supervisory measures, Redfield violated, SCR 20:5.3(a) and (b), which state, "With respect to a nonlawyer employed or retained by or associated with a lawyer: (a) a partner, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; (b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer..."

Second Matter

On or about December 30, 2014, a client hired Redfield to represent him in filing a small claims court case regarding damage to a rental property owned by the client in Stevens Point, Wisconsin.

On or about December 30, 2014, the client paid Redfield a \$350 advanced fee for the representation. There was no written fee agreement for Redfield's representation of the client.

In a January 15, 2015 email to Redfield's paralegal, the client stated, "I am curious as to what the status is for my small claims case? Has it been filed with the courts yet, or is there more information required from my end?"

In a January 15, 2015 reply email to the client, Redfield's paralegal stated, "It has not been filed yet, as the attorney is trying to get a hold of the landlord on the other side." The client alleged the owner of the land that abuts the client's property cut down some large trees on the client's property without the client's permission.

In a June 11, 2015 letter to the client, Redfield stated, "It has been a considerable period of time since I have heard from you. We had previously discussed bringing a Small Claims action." Redfield further stated, "If I do not hear from you in ten days, I will be closing your file."

In a June 17, 2015 email to Redfield, the client stated, "Sorry I have been out of touch for a while. I am moving forward with data collection for my case, and have reached out to some local tree removal companies for quotes on stump removals. I will be in touch as soon as I have the quotes in hand."

In a June 23, 2015 email to Redfield, the client stated that he had "received a quote for the removal of the stumps left" and provided an itemized list of his alleged damages, which

totaled \$1,962.05. The client further stated, "Please review my numbers, and give me a call or email at the information below."

Thereafter, Redfield failed to respond to the client's telephone calls and emails requesting information. With respect to whether Redfield made any attempts to contact the client after June 23, 2015, Redfield stated, "The last letter I wrote to him [the client] was on June 11, 2015. I do not have any recollection of calling him after that."

In a January 5, 2017 email to Redfield's paralegal, the client stated, "It has been a day short of 2 years since I paid Jared \$350 to arrange a small claims court case regarding the damage to my property." The client further stated, "I have since called and confirmed that this would go forward perhaps a dozen times. I think I have been patient long enough."

With respect to his not returning the client's calls, Redfield stated, "Our records indicate that he did call here in November and December 2015 and February and April 2016, and left messages." Redfield further stated, "I feel remorse about not staying in current contact with [the client] and I apologize for not returning his calls." Redfield further stated, "I should have been more attentive in responding to him."

Ultimately, Redfield failed to file a small claims court action on behalf of the client.

By failing to file the client's small claims court action, Redfield violated SCR 20:1.3, which states, "A lawyer shall act with reasonable diligence and promptness in representing a client."

By failing to respond to the client's telephone calls and email requesting information, Redfield violated SCR 20:1.4(a)(4), which states, "A lawyer shall...(4) promptly comply with reasonable requests by the client for information..."

Third Matter

On or about July 8, 2016, a client hired Redfield to represent her in a small claims court case against her ex-fiancée regarding a property dispute.

On July 8, 2016, Redfield signed a fee agreement, which stated, “Attorney will charge a flat fee in the amount of \$400, plus \$85 to be applied to the filing fee. Representation does not begin until the client has paid the entire flat fee.”

On July 8, 2016, the client made a payment to Redfield in the amount of \$150. On July 22, 2016, the client made a second payment to Redfield in the amount of \$335. Redfield deposited both payments into his business account.

The fee agreement stated, “Any costs paid in advance will be placed in Attorney’s trust account and disbursed as costs are actually incurred. Advanced flat fees will be placed in Attorney’s business account.” Redfield did not hold in trust the \$85 advanced costs payment for the filing fee.

The client complained about Redfield’s failure to immediately file the small claims court case and to respond to her calls. The client stated, “From July 22, 2016 on, [sic] waiting patiently to hear of when my court date would be (after being told it would take about 2 weeks), week by week I was more and more discouraged. After 2 weeks had gone by I began to call Attorney Redfield’s office to find out about the court date and leave messages for Attorney Redfield to call me back to discuss my case.” Redfield did not respond to the client’s calls.

With respect to his approach at the beginning of the representation, Redfield stated, “Since the goal was to retrieve her personal property and her truck, I spent time in trying to negotiate prior to going to court.” However, the client stated, “I paid him to get my court date as soon as possible, and that is what I expected.”

With respect to the client's telephone calls from July 22, 2016 to approximately September 9, 2016, Redfield stated, "My office was going through a staff change where my legal assistant of two years left in June and two legal assistants were hired in succession who did not work out. There were some delays in getting calls returned during that time."

Redfield did not keep the client reasonably informed about the status of the small claims court case and failed to promptly respond to the client's telephone calls requesting information.

Ultimately, on September 13, 2016, Redfield filed a small claims court case on behalf of the client. Thereafter, the client decided to drop the case against her ex-fiancée and tried to work things out on her own. The client asked Redfield to withdraw her complaint.

In an October 13, 2016 letter to the Small Claims Deputy Clerk with a copy to the client, Redfield stated, "Please be advised that [the client] wishes to withdraw her complaint in this matter."

In an October 13, 2016 letter to the client, Redfield stated, "I have closed my file in this matter." Redfield also enclosed the final bill and a copy of the fee agreement with the letter. On October 14, 2016, the court dismissed the client's small claim court case.

By failing to keep the client reasonably informed regarding the status of the small claims court case, and by failing to respond to the client's telephone calls requesting information, Redfield violated SCR 20:1.4(a)(3) and (4), which state, "A lawyer shall...(3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests by the client for information..."

By depositing the client's advanced costs payment in the amount of \$85 into his business account, and thus failing to hold the advanced costs in trust, Redfield violated SCR 20:1.5(f), which states, "Except as provided in SCR 20:1.5(g), unearned fees and funds advanced by a

