

SUPREME COURT OF WISCONSIN

OFFICE OF LAWYER REGULATION

Public Reprimand with Consent

James E. Toran

2012-OLR-15

First Matter

G.B. was charged with several felonies and a misdemeanor and hired Attorney James E. Toran to represent him on the charges. G.B. entered into a plea agreement. The most serious charge, kidnapping, was amended to a less serious charge of false imprisonment. G.B. was sentenced to 3 consecutive terms of 2 years and 6 months in prison, followed by 2 years and 6 months of extended supervision, as well as a nine-month jail sentence to be served concurrent to the other sentences. Toran represented the G.B. through sentencing.

G.B.'s family members, on G.B.'s behalf, paid Toran \$1500.00 for the representation. No written fee agreement was provided to G.B.

By failing to provide G.B. with a written fee agreement, Toran 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 the 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."

Second Matter

T.L. was charged with several drug-related crimes. Attorney James E. Toran represented T.L. on those charges. T.L. entered into a plea agreement whereby he pled guilty to three charges. An additional charge was dismissed but read-in for sentencing purposes. T.L. was

sentenced to 15 years in prison, followed by eight years of extended supervision, on the most serious charge. Toran represented T.L. through sentencing.

Toran never visited T.L. in jail. During the course of the investigation, Toran provided a billing summary that indicated otherwise. Toran stated that he had contacted the jail and was told the jail no longer had a record of his visit. Toran later produced T.L.'s jail visiting records for the relevant time. Those records did not reflect any visits from Toran.

Despite repeated requests, including one request made by telephone, Toran failed to provide T.L. with a copy of the discovery in his case. Toran finally did so after the commencement of the investigation of T.L.'s grievance.

Toran charged T.L. a flat fee of \$2500 for the representation. \$1,000 was paid upon T.L. hiring Toran. The remaining \$1500 was paid at sentencing. Toran never provided T.L. with a written fee agreement.

By failing to provide T.L. with discovery materials despite requests that he do so, Toran violated SCR 20:1.4(a)(4), which states, "A lawyer shall promptly comply with reasonable requests by the client for information."

By failing to provide T.L. with a written fee agreement, Toran 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 the 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."

By indicating during the course of the investigation that he had visited T.L. in jail but the jail no longer had records of his visit, when in fact the jail had records of T.L.'s visitors during the relevant time but those records did not reflect a visit from Toran, Toran violated SCR 22.03(6), which states, "During the course of an investigation, the respondent's wilful failure to provide relevant information, to answer questions fully...and the respondent's misrepresentation in a disclosure are misconduct, regardless of the merits of the matters asserted in the grievance."

Third Matter

Attorney James E. Toran represented A.S. on one count of armed robbery. A.S. was convicted of that charge and sentenced to 5 years in prison and 4 years of extended supervision. Following his conviction and sentencing, the Office of the State Public Defender appointed an attorney to serve as T.S.'s appellate counsel.

By letters dated March 5, 2010 and July 16, 2010, appellate counsel requested A.S.'s file from Toran. Appellate counsel's July 16, 2010 letter indicated that he had also attempted to reach Toran by phone to make the request.

Toran failed to respond to appellate counsel's requests and in September of 2010, A.S. filed a grievance with the Office of Lawyer Regulation (OLR).

On November 8, 2010, appellate counsel informed OLR that Toran had recently dropped A.S.'s file off at appellate counsel's office.

By failing to respond appellate counsel's communications requesting A.S.'s file, and by failing to promptly deliver A.S.'s file to appellate counsel, Toran violated SCR 20:1.16(d), which states, "Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law."

In 1989, Toran's license to practice law was suspended for 6 months. In 1991, he was publicly reprimanded. In 2007, he received a private reprimand.

In accordance with SCR 22.09(3), Attorney James E. Toran is hereby publicly reprimanded.

Dated this 3 day of November , 2012 .

SUPREME COURT OF WISCONSIN

/S/ _____
James C. Boll, Jr., Referee