

Carrie Janto - Fwd: Trust Account Rules

From: Julie Rich
To: Janto, Carrie
Date: 4/4/2007 12:39 PM
Subject: Fwd: Trust Account Rules

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>>> "Jonathan LaVoy" <JLaVoy@kimandlavoy.com> 4/2/2007 11:52 am >>>
Supreme Court Commissioner Julie Rich:

I am a criminal defense attorney who practices in Brookfield. I understand that the Court will be reviewing the Trust Account Rules again on April 12, 2007. I respectfully want the court to know how important flat fee arrangements are for my practice and the criminal defense bar. A requirement that all advanced fees should be deposited in the trust until earned would be unduly burdensome on my practice and the practices of my colleagues. My secretary and I can barely cover the administrative work as it is even without having to tabulate the hours of each attorney and bill every client each month. In addition, I anticipate that I will spend hours every month discussing and justifying specific hours billed with clients who are questioning the time requirements for certain tasks. Unlike a large law firm who has institutional clients which support cash flow, my firm relies on flat fees to survive on a week in and week out basis.

Criminal clients often have limited resources and want a flat rate so they know how much their case will cost. Obtaining a retainer to be placed into trust and trying to bill clients on an hourly basis would result in a large number of delinquent accounts, bookkeeping nightmares, and unhappy clients. Clients routinely seek out flat fee arrangements and I have had years of success under this fee process. I meet face to face with my prospective clients, I inform them of the fee, and they can choose to hire me or not. I have never had an unearned fee issue with a client because the price and scope of my representation are clearly delineated in our fee agreement. I believe a fee should be reasonable for the service performed and I have no issue returning fees which are not earned if representation ceases early. I believe that the proposed alternative for arbitration protects client's interest while still permitting the small law firm the chance to survive. I appreciate the court's consideration.

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