

Johnson & Johnson Attorneys at Law PLLC  
302 West Broad Street  
P.O. Box 2212  
Elizabethtown NC 28337  
Tel: (910) 862-2252  
Fax: (910) 862 – 8006  
[www.johnsonlawyers.net](http://www.johnsonlawyers.net)

**BILLING POLICY PERTAINING TO CRIMINAL AND TRAFFIC CASES  
POSTED AT WWW.JOHNSONLAWYERS.NET**

**THIS POLICY IS MAILED TO THE CLIENT AT THE INITIATION OF THE ATTORNEY CLIENT RELATIONSHIP**

1. Flat Fees for criminal cases and traffic cases are quoted at the initiation of the attorney client relationship. A flat fee is a fee paid for specified services to be completed for the designated amount of money regardless of the amount of time required of the lawyer to complete the services. The firm is entitled to immediate payment of the flat fee. In the firm's criminal and traffic court practice, the firm allows clients to pay overtime. Also, the firm renders services such as secretarial file management, conversations and meetings with the client, continuing cases, conversations with prosecutors, conversations with witnesses, reviewing discovery, and ultimately representing the client in the final disposition of the cases (or cases).
2. The Firm will either quote a flat fee with the firm collecting the court costs and paying the same to the Clerk of Court; or the Firm will quote a flat fee with the Firm collecting only the flat fee and the client agreeing to pay the court costs. The decision is the client's whether to have the Firm collect and pay the court costs or that the client retain the responsibility to pay the court costs. Firm will have a discussion with client whether the Firm will pay costs or the client will retain responsibility to pay costs at the initiation of the Attorney-Client relationship. The way the monies are managed is explained below.
  - A. **Recall Fee Only:** A recall fee is a fee for the services of taking a case from an inactive status and placing it on a Court calendar. The firm does not allow incremental payments of the recall fee. The recall fee is immediately placed into the Operating Account.
  - B. **Recall Fee Paid with Flat Fee and Firm Pays Costs:** These monies are paid into the trust account for reasons explained below. These monies may be paid to the firm incrementally
  - C. **Recall Fee Paid with Flat Fee and Client Retains Paying Costs:** These monies are paid into the trust account for reasons explained below. These monies may be paid to the firm incrementally.
  - D. **Flat Fee and Firm Pays Costs:** These monies are paid into the trust account for reasons explained below. These monies may be paid to the firm incrementally.
  - E. **Flat Fee and Client Retains Paying Costs:** These monies are paid into the trust account for reasons explained below. These monies may be paid to the firm incrementally.

3. **Payments are allocated:**

1. **First to the Recall fee,**
2. **Secondly to the Flat fee**
3. **Third to Costs.**

4. **Recall Fee Paid with Flat Fee and Firm Pays Costs: OR  
Flat Fee and Firm Pays Costs**

These monies are placed into the Trust account. At the outset of the matter the firm has committed to paying costs (if any). The monies are potentially the firm's or costs. The exact amount of the earned fee is not known because it is not known if certain cases will result in a dismissal. Additionally, pleas to different criminal charges or infractions may assess different costs. Lastly, because the matter is not concluded and the firm has the risk of early termination of representation and / or of losing contact with the client, and the firm may be required to review the matter to determine appropriate and excessive fees (further explained below).

5. **Recall Fee Paid with Flat Fee and Client Retains Paying Costs: OR  
Flat Fee and Client Retains Paying Costs:**

These monies are placed into the Trust account. Because the matter is not concluded and the firm has the risk early termination of representation and /or of losing contact with the client, and the firm may be required to review the matter to determine appropriate and excessive fees (further explained below).

6. There are situations wherein the 1. Firm elects to terminate the representation, and 2. The client elects to end the representation, and 3. The Firm elects to end the representation because the Firm is unable to communicate with the client and has inadequate phone numbers and addresses. This policy addresses these situations.

7. In all situations whereby the Firm's representation is terminated before fully rendering services, the Firm undertakes a review to determine how much of the fee was paid in considered against the full fee quoted. The firm's fee is charged considering many aspects of law practice; including, nature and difficulty of the matter, file set up and maintenance, lawyer communication with client, lawyer communication with prosecutors, witnesses, victims, other interested parties, review of charging documents, discovery, courier time to the Clerk's office, appearances in court, and any other activities as may be needed. The Firm undertakes a review to determine the nature and time already spent on the matter. The Firm decides regarding how much of the fee is properly considered earned and how much, if any, should be returned to the client. Where possible, the Firm communicates with the client and reaches an agreement before disbursing funds. This review is necessary to prevent the firm from inadvertently charging "excessive" fees. A clear example of an "excessive fee" would be where a client has paid the full fee and the firm has done little to no work on the matter. In this situation, the Client would receive refund of all or nearly all the monies in the trust account.

8. At either the conclusion of the case or, the termination of the Attorney-Client relationship, the Firm disburses funds from the trust account. The Firm maintains funds in the trust belonging to clients who have failed to claim or communicate with the firm pursuant to §116B-53(c)(16) for a period of five (5) years after the owner's right to demand the property or after the obligation to pay or distribute the property arises, whichever occurs first. At that time the property is presumed to be abandoned and the Firm undertakes to escheat the funds the State of North Carolina.

9. For any questions or concerns regarding this policy please contact William L. Johnson III at (910) 862 - 2252 or by email at [will@johnsonlawyers.net](mailto:will@johnsonlawyers.net).

References: RPC 1.5 Fees / 97 Formal Ethics Opinion 97 /2000 Formal Ethics Opinion 5