

HARRIET B. ROTTER, P.C.

ATTORNEY AND COUNSELOR

32710 FRANKLIN ROAD
FRANKLIN, MICHIGAN 48025

TELEPHONE
(248) 855-5200

FACSIMILE
(248) 855-0186

E-MAIL
HBRPC@AOL.COM

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Justices, Michigan Supreme Court
Attn: Larry Royster, Clerk
Hall of Justice
P.O. Box 30052
Lansing, MI 48909



Re: Proposed Amendment to MRPC 1.5(d)

Dear Chief Justice Young and Honorable Justices:

I am writing this letter on the eve of the Oakland County Annual Meeting honoring my 40 year membership. For 37 of those 40 years, I have been in private practice, specializing in family law. I have been an active member of the State Bar Family Law Section and am a member of the American Academy of Matrimonial Lawyers, having served as President of the Michigan Chapter and a member of various of its committees. I have also been a member of the International Academy of Matrimonial Lawyers and have traveled to various seminars, both in Europe and throughout the United States. I have also made frequent appearances on television and have written and lectured on various aspects of family law, including but not limited to client relationships and fee agreements.

The purpose of this letter is to emphatically state my opposition to the proposed amendment to MRPC 1.5(d).

For all of my 37 years of practice, my retainer agreement has included specific language as to how fees are determined, taken from the factors listed in the Michigan Rules of Professional Conduct. Those factors include the complexity of the issues and the degree of competence and experience required to understand and resolve the problems, the value of the service considering the amount involved and the results achieved, the time required to provide the services, the degree to which service is provided at times other than normal office hours and other factors set forth in the Rules of Professional Conduct. They are all listed in the fee agreements and thoroughly discussed with each client before the agreement is signed.

At the conclusion of each case, I review all of the factors described in the agreement with my client and discuss each of them with emphasis on the results achieved. It is only after such discussion that the client and I agree upon the amount of the fee.

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Any attempt to exempt family law attorneys from the right to enter into a contract with their clients which determines the economics of their relationship is patently unfair and unreasonable.

For all of these reasons, I urge the Court to reject the proposed amendment to MRPC 1.5(d)

Respectfully Submitted,

ROTTER AND STONE, P.C.


Harriet B. Rotter

HBR:nb