

Unreasonable Fee

Fleisher violated **RULE 1.5: FEES AND EXPENSES: (a) A lawyer shall not make an agreement for, charge, or collect an illegal or clearly excessive fee.**

Schwartz had paid to Fleisher's IOLTA over \$600,000.00, which was his life savings after 40 years of civil practice. Schwartz was to have complete expert representation. Fleisher claimed to be experienced and would effectively do all of the legal work needed.

It was a complex case. Fleisher did only what was most personally convenient for him to earn all he could from the deposited amount. He ignored or mishandled some of the most serious matters.

Fleisher greedily guarded the deposited fee, failing to share it with any needed expert attorney and other experts that were needed.

Fleisher could have ordered and paid for Depositions and other discovery expenses to prepare his cases for Schwartz, but he used the IOLTA primarily for his own earnings.

While Schwartz was in Federal Prison Camp, Fleisher selfishly failed to send Schwartz his requested \$10,000 from the IOLTA account for Schwartz's commissary account to cover his incidental expenses. Fleisher at first would not respond to the request. Fleisher finally sent only \$5,000, leaving Schwartz short of funds during his years of incarceration.

Upon garnishment of what remained in the IOLTA account, Fleisher promptly withdrew from all of the cases in which he was representing Schwartz and made little or no transition from the pending cases to permit Schwartz to proceed *pro se*. It would involve additional work for which Fleisher believed he would not be paid. This violated **RULE 1.16: TERMINATING REPRESENTATION**, as to how a lawyer may withdraw from employment.