

What is a reasonable fee for copies?

I have an order from the court which says:

"The former client shall e-mail a specific list of the documents she wants the law firm to copy. Within 10 days from the receipt of the list of documents, the law firm shall forward documents to former client via e-mail. If the documents are too voluminous to send via e-mail, The documents may be photocopied and the law firm may charge the former client a reasonable fee for said copies and delivery."

The court didn't specify what 'reasonable' is but the file is big and there is a lot of print correspondence (i.e. pleadings, letters) and a lot of e-mails and electronic documents to be printed. I don't know what to charge. I'm thinking about charging \$1 a page to copy but I don't know what to charge for printing electronic documents (and there is alot so I worry about burning out cartridges).

Also, do I have to HAND over the file without getting paid for copies FIRST? The court didn't specifically say she has to be pay us first but the court ordered us to provide the documents within 10 days of her request for the documents. I'm worried that the former client may demand the whole file, refuse to pay, and then run to the judge and tell the judge we haven't complied with the order if we don't hand it over.

I have never dealt with this before. I welcome feedback.

My office practice is to copy everything to the client as I receive it or send it to the court or OC. That excludes my notes, my rough drafts, etc. If I send it to OC or file it, the client gets a clerk-conformed copy. If I receive it from the clerk or OC, the client gets a copy. I tell the client to make copies for me and to keep originals (of titles, birth certs, etc.) so that all I can do is wreck the copy. Therefore, when I close the client's file for whatever reason, s/he already has everything to which s/he is entitled.

The kerfuffle arises when client retains new counsel and new counsel wants a copy of the file. Well, sometimes it's a big enough file that I simply don't wanna. I tell the new attorney that I've sent everything to which the client is entitled at the time it was received, sent, or whatever.

So my question is, especially if the client fires me, why the hell can't the client be adult enough to maintain the copies already provided?

And yes, in that case and if the copy job is worth the hassle, I will deduct the copy costs before I refund the unused retainer.

CJ Stevens, Montana

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I use Clio to give clients shared access to anything official other than correspondence from opposing counsel. My retainer says that no hard copies of documents are held by our office and that their file is electronic. I would only provide a paper file under court order. The great thing about Clio is that it logs when the client downloads documents so they can't ever say they didn't get something, I have a log.

Emilie Fairbanks, Washington, D.C.

I'm sure someone will say it, but because of antitrust & price fixing concerns, discussing fees and costs out of the question.

However, I think you can probably check your law library, public library or FedEx to compare.

Me, unless the job is REALLY big or requires extra, I don't charge. Copies are a cost of business that's factored into my fees.

I also scan everything, so that if your scenario occurs, or at the end of the case, I can just send a CD with the information. Then, since I already know clients don't keep the stuff I send, it's just as easy to copy the file to CD and ship off the CD. That costs about \$1.35 (CD + copy time).

Jeff Taylor, Oklahoma

I never charge. Frankly even if someone switches attorneys in the most annoying way imaginable, it seems petty to bother charging them a few bucks, especially since I wouldn't otherwise do so.

If I was going to bother charging, then then I would simply charge in bulk: \$10 for the first half inch, \$25 for an inch or less, \$25/inch above that. Counting pages seems pointless. But it probably still wouldn't seem worth it to bother charging for small files.

If someone insists on a page count then \$.25/page seems pretty standard.

Erik Hammarlund, Massachusetts

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I would send them all electronically, or deliver them on a DVD or several, personally. Save the ink and paper.

\$1/page reasonable? Seems high. Our courthouse charges \$0.10 to use the copier. Our Register of Deeds charges \$0.50/page for uncertified copies (to allow you to carry away originals after recording).

I would look at what a doctor charges for copies of records as a go-by.

Richard J. Rutledge, Jr., North Carolina

There are state statutes on photocopies of medical records, law files are equivalent. And most likely ethical rules do not let you withhold the copies until payment is received.

Erin Schmidt

For what it's worth, and assuming it is similar in nature to your original question, in Massachusetts a client is entitled to the client file as it is their property. If we wish to retain a copy then we may make a copy, at our expense, and any delay in turning over the file must be reasonable. An attorney can neither charge a client for the return of their file nor hold the file ransom pending some action desired by the attorney.

Bill

William M. Driscoll, Massachusetts

My only offer here is that there must be a way to get the electronic documents to the former client without printing them and scanning them. I don't know how, but I'm learning that nothing is really impossible anymore, so maybe this isn't either.

Marilou, a nonlawyer who hopes this will save a little dinero

I would take the requested documents and either go or send your assistant to Kinko's and copy the whole file, and then give half the documents to the former client immediately either in paper or on a computer disk, and tell them that you will give them the other half when they have fully paid for the copying bill -- and that they have to do that before the 10-day window closes.

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Then, I would notify the court by submitting a Affidavit of Compliance with Order stating you have complied with the order in the above stated manner. If you have some idea that this former client is going to gouge you, I don't read the court's order as you stated it as requiring you to subject yourself to not getting paid. I think the court is going to look for you to act in a timely manner, and will want you to get everything to the former client within the 10 day time frame -- and get paid.

You have to act fast, so you can deal with the 10-day window. If the former client grumbles, you should immediately ask the court to rule on whether your compliance with the order meets its terms.

Also, in rereading your statement below of the order, I note it says you shall send the copies to the former client by email, but " If the documents are too voluminous to send via e-mail, The documents may be photocopied and the law firm may charge the former client a reasonable fee for said copies and delivery. "*

So, I'm reading it that if the documents are too voluminous, you can photocopy them, charge the former client a reasonable fee for said copies and delivery, and wait till you get paid before delivery, or deliver them and pick up a check on the spot. On the other hand, I don't know how your judge would read it, but they might read that the word "said" refers to the prior stated 10-day window that was applied to an email delivery. If you if you go for an exchange of the documents for payment, and the former client gives you a bad check, then I think you have an argument to the judge about getting paid.

On the other hand, if there is any kind of a sticky situation between you and the former client, the odds are that you will have to eat the copying charges. If were talking less than 500 bucks, open up and start chewing. If it's more than that, it might be worth involving the judge.

Arthur B. Macomber, Idaho

"You see Your Honor, the reason I charged my former client that amount was because it was exactly the amount I was charged by Kinko's to make the copies. I didn't add on anything to that charge, and I would respectfully submit to the court that the market rate for copies is on its face a reasonable charge. If it was not a reasonable charge, Kinko's would not be charging it for copies."

Arthur B. Macomber

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I'm largely with Art on this. To the extent that you have paper copies, just drop the dang file off at Office Depot or whatever and have them copy it; and send to client with bill. I wouldn't even "hold" the stuff back pending payment. As far as the electronic stuff goes, simply send multiple emails if need be; rule in Florida courts is you can serve up to 5 MB files; anything larger needs to be split.

As far as getting paid goes, look, at this point she's former client. And, odds are she's a PITA. My rule on dealing with PITA's , whether they're former clients, OC's, Opposing Parties, or just people I encounter is: the less you have to do with them, the better. They're PITA's; they're not going to stop being PITA's; every time you have to deal with them they're going to cause you a pain in the posterior; so, the less you have to do with them the better. Copy the hard files, whatever the bill is it is, present it to her, if she pays it, great; if she doesn't then don't bother banging your head against the wall, and simply send her however many emails you need to transfer the electronic copies. The less you handle this stuff, the better at this point.

Ron Jones, Florida

Not sure why this is a matter for a court order, but I'd turn over the docs even if payment isn't forthcoming. If you don't not only are there potential problems with the court, you might be looking at a bar complaint. Even if Kinko's charges you a couple hundred dollars for the copies and you don't get paid, that's a lot less of a headache (and drain on the pocketbook) than dealing with the bar.

Kevin W. Grierson, Virginia

A further issue with photocopying the file is that while fifty cents or a dollar a page may be reasonable, that doesn't account for the day my assistant spends doing the photocopying, because the motions, etc., are all stapled together and need to be done one by one. And before I had an assistant, I needed to do those things myself. I've always wanted to charge my regular hourly fee for making photocopies, plus the cost of the copy. I guess that's not fair and reasonable though.

Rick Bryan, New York

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Ok, but why you (or your assistant) even doing the photocopying? Just drop the dang file off at Office Depot, pay them to do it, and forward the bill.

This is not productive use of your time, nor that of your assistant.

Ron Jones

Have you ever had a problem with that? I've never tried. Often that pages won't just feed into the sheet feeder. Do they handle odd size stuff (receipts, etc.)?

Rick Bryan

Another approach is to tell the client to arrange with Kinkos (or whoever) for them to copy the materials. In other words, the client talks to Kinkos, tells you when to drop off the file, and the client pays for the copies when he or she picks them up.

Bert Krages, Oregon

I absolutely understand the need to potentially charge for a file being copied in lots of circumstances, but to mix up the pot a little let me throw out the following:

About 10 years ago I started at a new in-house position. Since I was the first in-house counsel, and there were various administration issues, I found it a challenge to find some important documents, including a copy of the binder for the institution's outstanding tax exempt bond financing. Needless to say that the binder and closing documents contained a lot of rules I needed to learn and that my client needed to follow.

After looking through the institution for a few weeks, I finally gave up and identified the counsel in the big firm which had closed the original deal and I asked for a copy of the binder. The counsel was experienced in their field with a good reputation, major firm, and the field was one I would need a lot of advice in to be able to assist my client. And by advice let me say that I needed billable advice.

The attorney first told me to look through my files for it. When I advised him that I had he said he would charge me \$40.00 for various portions of the binder. I needed it. I paid the copy fee. I never sent him any business. Not when I worked at that position, and not after when I was in a position to send in other referrals.

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If he didn't realize that I needed help orienting to the job, that I was happy to pay for real advice but that this was being penny wise (and pound foolish) and that it was good client development to help me in my job, he was not an attorney I ever wanted to work with. And when I controlled the choice of counsel I never have.

Susan F. Zinder, Pennsylvania

I have only had to do this once, and I took the file (6 banker's boxes) to Office Max and had them copy. In Louisiana, the file is the client's and she is entitled to it upon request. I did not charge for copying (I wanted a copy in case the client decided to claim malpractice - she didn't).

This was within the first ten years of my practice. Today, I'm not so sure, I would bring it to a copy service, unless there was some provision for maintaining the confidentiality of the file.

Does anyone else see an issue with dropping off a file at Office Depot, or Kinko's, for example, for copying? Or, am I just overly cautious?

Mark E. Peneguy, Louisiana

I haven't been following this thread, so someone may have already brought up this issue. Before doing some of the things suggested on this list, you should check your local jurisdiction's rules of ethics. I know that Minnesota has a rule that you can charge a former client for the cost of copying or retrieving his file, but you can't condition delivery on payment, either of the lawyer's fee or of the copying charges. MRPC 1.16(g).

Stephanie J. Hill

Knowing how problematic it is for anyone to be largely with me on anything, I appreciate Ron's courage and can only reply "Amen."

Arthur B. Macomber

Here's what my court rules are re: photocopying/ mailing

27. Photocopies (Internal) Charges must be disclosed on an aggregate and per page basis. If the per page cost *exceeds 20 cents*, the professional must demonstrate to the satisfaction of the Court, with data, that the per page cost represents a good faith estimate of the actual cost of the copies, based upon the purchase or lease cost of the copy machine and supplies therefor including the space occupied by the machine, but not including time spent in operating the machine.

28. Photocopies (Outside) Actual cost.

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29. Postage Actual cost.

30. Overnight Delivery Actual cost where shown to be necessary.

I don't see that the court order allowed you to withhold the files until the bill is paid, so I would think send the bill and turn over the files within 10 days. If former client doesn't pay, you've already got a judge familiar with the case to back you up.

Corrine Bielejeski, California
