

# Primerus Six Pillars “Reasonable Fees” Panel Discussion: Charging Reasonable Fees and Avoiding Fee Disputes



- Moderator: Duncan Manley - Christian & Small LLP (Birmingham, AL)
- Panelist: John Pearce - Montgomery Barnett, L.L.P. (New Orleans, LA)
- Panelist: Gary Kellar - Spicer Rudstrom, PLLC (Nashville, TN)
- Panelist: Simon Creek - HHG Legal Group (West Perth, Australia)
- Panelist: Atul Dua - Seth Dua & Associates (New Delhi, India)
- Panelist: Luis Montes - Guardia Montes & Asociados (San Jose, Costa Rica)
- Panelist: Seth Price - Price Benowitz, LLP (Washington, DC)



How do you  
determine if your  
fees are reasonable?

Who decides what is  
reasonable, you or  
the client?

Do you charge what  
the traffic will bear?

Is your decision of what is reasonable based on what your competitors charge? What a referring attorney charges? How do you justify charging higher fees to your clients than what your competitors charge?

Does volume of  
business from a client  
affect what you  
charge?

How do you format  
your bills?

Do your bills provide sufficient information for your client to understand what you did, why you did it and how it benefited the client?



What do you do if a  
client questions your  
bill?

Are most of your bills audited? If so, how do you handle appeals?

What are you doing  
to avoid appeals?

What do you do if  
your bills are not paid  
in 30,60 or 90 days?

Is the collection of your bills the responsibility of accounting or the billing attorney?

Do you require  
retainers for certain  
clients? Which ones  
and why?

Do you allow  
payment of your bills  
by credit card?

Do you use or  
threaten to use a  
collection agency?



Do you use retainer  
letters? Why?

What determines  
whether you require  
a retainer letter?

Do you require the client to sign the retainer letter agreeing to its contents?

Do clients send retainer letters to you? Who must approve an agreement to work under a retainer letter sent to you by a client?

What if YOU breach  
the retainer  
agreement?

Should retainer letters  
contains provisions  
requiring arbitration on  
fee disputes?

What makes for a  
contingency fee  
case?

What are the pitfalls  
of contingency fee  
cases?



Asking for fees  
advanced by client?

Hybrid  
arrangement?