Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 13th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. (

Court address

328 Washington Street, Traverse City, MI 49684

Court telephone no.

(231) 922-4710

Plaintiff name(s), address(es), and telephone no(s).	v	Defendant name(s), address(es), and telephone no(s).
The Old firm		GAL's law Firm
Plaintiff attorney, bar no., address, and telephone no.		GAL

SUMMONS | **NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). MCR 2.111(C)
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
6/21/06	9/20/06	Karen McDonough, Deputy

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT ***Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.***

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

General Civil Cases

☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

GRAND TRAVERSE CO. CIRCUIT COURT FILED 2006 JUN 22 PM 2:48 COURT CLERK

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
City of Traverse City, Grand Traverse County	Grand Traverse County
Place where action arose or business conducted: Grand Traverse County	

6/19/6

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF GRAND TRAVERSE

The Old Firm

a Michigan professional corpo... 06-

Plaintiff,

v

GAL's law firm

a Michigan professional service limited liability company, and individually, GAL

Defendants.

Counsel for Plaintiff

Counsel for Plaintiff

Traverse City, MI 49685-0[illegible]

/

GRAND TRAVERSE CO. CIRCUIT COURT RECORDS
2006 JUN 22 PM 4:07
LINDA COBURN
COURT CLERK

THERE IS NO OTHER PENDING OR RESOLVED CIVIL ACTION ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCES ALLEGED IN THIS COMPLAINT.

VERIFIED COMPLAINT

The old firm through its counsel, complains against Defendants individually, and states as follows:

GAL's Law firm GAL

1. Plaintiff is a Michigan professional corporation having offices at

GAL's law firm

2. Defendant

having offices a

Michigan 49684.

3. Defendan is a resident of Grand Traverse County,

GAL

Michigan.

4. On or about August 19, 2002, Plaintiff was contacted by about representing her daughter, in connection with an automobile accident that occurred on July 20, 2002, near Dayton, Ohio.

5. On September 12, 2002, entered into a retainer agreement with Plaintiff to represent her interests in all causes of action arising out of her injuries sustained in the July automobile accident. At that time, contracted to pay Plaintiff an attorney fee based on a 33 1/3 percent contingency basis, or the attorney fees and costs awarded by the court, whichever was greater (see Exhibit A).

6. Shortly thereafter, Plaintiff retained the services of Ohio legal counsel, of the firm to assist Plaintiff in handling this matter.

7. On July entered into a formal retainer agreement with Plaintiff to represent her derivative claim as mother of arising out of the auto accident of July and agreed to pay Plaintiff an attorney fee based on the same format of 33 1/3 percent contingency basis or, the attorneys fees and costs awarded by the court (See Exhibit B).

8. On July a complaint was filed in Montgomery County, Ohio on behalf of both and seeking compensatory and punitive damages for both an. Montgomery County Common Pleas Court (See Exhibit C).

9. Defendant was the primary attorney handling the case as an employee of Plaintiff, GAL until his departure from Plaintiff's firm on February 3, 2005.

10. Plaintiff and Defendant sent a joint letter to and GAL on February 23, 2005, informing them of GAL departure from Plaintiff and of their right to select counsel to complete the Ohio case (See Exhibit D).

11. Both and informed Defendant GAL that they wished to have their file transferred to Defendant's who GAL's law firm informed Plaintiff by faxed cover sheet dated March 17, 2005 by attaching signed copies of the joint letter which expressed their wish to transfer the file to Defendant (See GAL's law firm Exhibit E).

12. The entire file was delivered to Defendant on GAL's law firm June 2, 2005 (See Exhibit F).

13. Neither nor ever notified Plaintiff of their decision, nor terminated their respective retainer agreements with Plaintiff.

14. At the time the file was transferred, Defendants were aware of Plaintiff's existing common law charging lien.

15. On February 9, 2006 Plaintiff wrote Defendants a letter reminding them of

the attorney's lien for attorney fees and costs incurred by Plaintiff on ehalf (See Exhibit G).

16. On February 22, 2006 Defendants wrote Plaintiff a letter acknowledging receipt of the February 9, 2006 letter and also acknowledging a quantum meruit fee claim (See Exhibit H).

17. On or about May 8, 2006, the Montgomery County, Ohio case for the was settled on terms unknown to Plaintiff.

18. On May 24, 2006, Defendants sent Plaintiff a letter advising that the matter had been resolved, and included two checks payable to Plaintiff for out of pocket expenses, but denied that Plaintiff was entitled to quantum meruit attorney fees on the matter (See Exhibit I).

19. Defendants' letter to Plaintiff of May 24, 2006 (Exhibit I) included an attached page titled "Fee Disbursement Calculations", which was unsupported by any accounting or disclosure of the total amount of the ward, the legal fee awarded, the fee division with Ohio counsel, or justification for the proposed fee division between Plaintiff and Defendants.

20. Defendants improperly, wrongfully and unilaterally, determined the amount to which Plaintiff might be entitled, without permission or agreement of Plaintiff.

21. Plaintiff disputes the Fee Disbursement Calculations.

22. Defendants have a fiduciary duty to Plaintiff to account for the financial settlement of the matter and the legal fee awarded.

23. Defendants have a fiduciary duty to Plaintiff to hold the legal fee awarded in a segregated trust account until resolution of the fee dispute.

24. Upon information and belief, the Defendants failed to segregate the disputed funds in a trust account pending resolution of the fee dispute.

25. Michigan Rules of Professional Conduct 1.15(b) requires:

> (b) A lawyer shall:
>
> (1) promptly notify the client or third person when funds or property in which a client or a third person has an interest is received;
>
> (2) preserve complete records of such account funds and other property for a period of five years after termination of representation; and,
>
> (3) promptly pay or deliver any funds or other property that the client or third person is entitled to receive, except as stated in this rule or otherwise permitted by law or by agreement with the client or third person, and, upon request by the client or the third person, promptly render a full accounting regarding such property.

26. Michigan Rules of Professional Conduct 1.15(c) in relevant part requires that:

> "When two or more persons (one of whom may be the lawyer) claim interest in the property, it shall be kept separate by the lawyer until the dispute is resolved . . . "

27. Michigan Rules of Professional Conduct 1.15(d) requires:

> (d) A lawyer shall hold property of clients or third persons in connection with a representation separate from the lawyer's own property. . . .

28. A lawyer who receives fees, which are subject to a claim for a fee by another lawyer, must notify the other lawyer of receipt of the fees, provide an accounting of the fees received, and keep the disputed fees in a segregated trust account pending resolution of the dispute. MPRC 1.15(c).

29. Plaintiff is entitled to a quantum meruit fee for work performed on the matter.

30. At the time of Defendant's departure from Plaintiff's employment, the GAL matter was seventy-five (75 %) percent complete.

WHEREFORE, Plaintiff requests that:

A. During the pendency of this action, Defendants be ordered to pay the entire legal fee received ($108,333.33) into a segregated Trust Account to be maintained by the Court;

B. Defendants set forth a full and correct account of all monies received and time spent in connection with the resolution of the matter;

C. The Court determine and distribute the respective shares of legal fees to which the parties are entitled;

D. Plaintiff be awarded their attorney fees and costs;

E. Plaintiff have any further relief agreeable to equity and good conscience; and,

F. On the filing of this complaint, an injunction be issued against the Defendants, restraining them from distribution of legal fees received on the matter.

By: _____

Dated: June 19, 2006

Counsel for Plaintiff

Dansville, MI 48819

Traverse City, MI 49685-0705 Counsel for Plaintiff

PLAINTIFF DOES HEREBY DECLARE THAT THE STATEMENTS ABOVE ARE TRUE TO THE BEST OF ITS INFORMATION, KNOWLEDGE AND BELIEF.

The Old Firm

BY: _____

Its: Secretary