

Date

Email:

*

RE: State of Indiana vs. *
Cause No. *

Dear *:

The purpose of this letter is to memorialize our previous discussion about the legal services [LAW FIRM] will provide to you, our charges for those services, and your respective obligations. This letter is a binding CONTRACT between you and [LAW FIRM]. Before signing it, you should thoroughly review it and satisfy yourself that you understand it fully. After signing it, please return it to me. An extra copy of this letter has been included for your records.

In the course of conferring with you in order for you to determine whether to retain [LAW FIRM] as your counsel, and for [LAW FIRM] to determine whether to accept your case, you may have disclosed confidential information to [LAW FIRM]. The confidentiality of that information will be preserved by [LAW FIRM], and [LAW FIRM] will not accept representation of your adversary in this matter if you have spoken personally with an attorney at [LAW FIRM] about your matter. However, otherwise, no attorney-client relationship is formed between you and [LAW FIRM] until you have signed this letter, and have paid the initial retainer referenced herein, or satisfactory arrangements have been made in writing for the payment of the retainer in installments.

In regard to this criminal matter, you have agreed to pay an initial retainer of \$*. If you have not already paid the retainer, please enclose the payment when you return the executed copy of this agreement to [LAW FIRM]. No legal work will be undertaken on your behalf until [LAW FIRM] has received this signed letter and your retainer. The retainer will be initially deposited in the [LAW FIRM] trust account, and used to satisfy fees and costs incurred by us on your behalf. When the retainer has been exhausted, you will thereafter be billed on a monthly basis.

Generally, bills are sent to our clients between the 10th and 20th of each month. Each bill will reflect a summary of the work performed on your behalf listing the date of each service, the initials of the person providing the service, the amount of time spent, and a description of the service, as well as a summary of payments made during the prior month and your outstanding balance. The balance is due and payable in full, not later than the 25th day of the current month. **A monthly payment on your account is required.** After the due date, [LAW FIRM] reserves the right to impose an interest charge of 8% per annum.

If you do not pay your account when due, I may withdraw from your case. If your account with [LAW FIRM] is sixty (60) days or more past due, I will discontinue providing legal services to you, and may request the court's permission to withdraw as your counsel. At any time after your payment is due and unpaid, [LAW FIRM] may take all appropriate actions to collect it. Should [LAW FIRM] be required to bring suit or otherwise expend time trying to collect the amounts due under this agreement, you will be responsible for our court costs and other expenses and our reasonable attorney fees in doing so including payment of our normal hourly rates if we represent ourselves.

My hourly rate is \$250.00. At [LAW FIRM], we use a team approach. I will be the lead lawyer on your case, but other professionals in our office, including other lawyers, paralegals, and administrative assistants, have other hourly rates and may work on your file as well. I will use my best judgment to determine the most efficient and economical use of our attorneys and staff personnel.

Billed time includes all time spent on your case – including such things as conferences, telephone calls, pretrial discovery of data, trial and mediation preparation, communicating with your adversary or counsel for your adversary (even when neither you nor I initiated the communication), drafting documents, filing documents, correspondence (including e-mail correspondence), and pleadings, travel to and from the courthouse and other locations as needed, and research. If your adversary elects to be a self-represented litigant, then my work on your behalf must include receiving communication from, and responding to, your adversary, and this will be billed to you and not to your adversary. Billed expenses include photocopies, postage, long-distance facsimile transmission, online research fees, witness fees, expert witness and consultant fees, appraisal fees, court reporter fees for depositions, and travel expenses. I will not incur fees for expert witness, appraisals, or depositions without first obtaining your approval.

With a few exceptions, all entries on your monthly statement will reflect the actual amount of time spent, rounded upward to the nearest tenth of an hour. Those exceptions are as follows:

- (a) There is a minimum charge of .2 hour for each letter and each telephone call.
- (b) There is a minimum charge of .1 hour for each voice-mail and e-mail message

received or left for another person.

- (c) There is a flat fee charged of .5 hour of my time for filing each document with the court. That actually covers a myriad of services, potentially completed by several people in this office. It includes actually submitting the document to the court (whether by court runner or by certified mail), mailing a letter to the opposing party(ies) or opposing counsel containing a copy of the document to comply with the required certificate of service, sending a letter to the clerk of the court if filing is accomplished by mail, and preparing the required Chronological Case Summary Entry which must accompany each document. Over the years, we have found it to be more efficient simply to record one flat charge for filing documents than several separate charges by separate timekeepers.
- (d) Photocopies are billed at \$.20 per page.
- (e) Postage is billed for items over \$1.00.
- (f) Long-distance fax transmissions are billed at \$1.00 per page.
- (g) After your matter has been concluded and in the event that we must retrieve your file from storage, you will be assessed a charge for that service. The amount of that charge is subject to change. The current regular amount of that charge is \$20.00 (the cost to obtain a file on a **rush** basis – meaning delivered to our office within 90 minutes, however, is \$50.00).

Any estimated fee which I have quoted to you is merely an estimate. The retainer is not an estimate of total fees; rather it is simply payment in advance for fees and costs advance. It is impossible to determine the amount of your fee in advance, and I do not represent clients on a fixed-fee basis. Your adversary or his/her counsel, or others, may engage in activities requiring us to expend additional time not originally contemplated. It is simply not possible to determine in advance the amount of work that will need to be done to represent you appropriately. I welcome the opportunity to discuss with you strategies for representing you in a cost-effective manner.

Once you receive your bill, if you have a question regarding it, you must contact me within thirty (30) days of the date of the statement. You will not be charged for talking to me (or anyone else at [\[LAW FIRM\]](#)) about your bill. If you do not contact me within thirty (30) days of the date of a bill to express a question or objection, the bill will be presumed to be correct and acceptable to you.

Our firm will represent your interests and try to obtain the best possible results for you in this matter. We will also keep you informed of significant developments in your case as they occur. From time to time, you will receive reports from me concerning our progress, but you should feel free to contact me at any time if you have any questions regarding your case.

[LAW FIRM]'s services to you do not include valuing marital assets, and we do not claim to have expertise in this regard. However, we can assist you in retaining the appropriate experts. You must determine, based on the information obtained throughout your case, which assets you would like to receive, the value of those assets, and the economic ramifications concerning all property. You may wish to retain experts, such as appraisers, accountants or financial advisors to assist you in this regard. We do not automatically search titles, or determine the validity or accuracy of information and documents provided to us by you or your adversary. Should you be concerned that your opponent is providing inaccurate or incomplete information, you should bring that to my attention. Together, we will decide on the appropriate course of action, after discussing your specific concern, what options are available, and the estimated cost thereof.

Our representation does not include rendering tax advice to you. You must seek such advice from your accountant or other financial advisor. We may, however, provide you with a tax analysis of our fees regarding any portion which may be tax deductible to you.

We may ask the court to order your adversary to pay all or part of your attorney fees and expenses. If such an award is made, then as an accounting practice, the amount will be transferred to a sub-account and bills will be sent directly to your opponent or your opponent's counsel. However, an award of legal fees (or an agreement by your opponent to pay them) is made for **your** benefit and not for the benefit of [LAW FIRM]. Such an award does not relieve you of the obligation to pay the fees if your adversary fails to pay them. If your adversary fails to pay the fees awarded on your behalf, it will be your choice as to whether you pay the fees yourself, or engage [LAW FIRM] to initiate collection efforts. If [LAW FIRM] incurs fees in collecting a fee award, you are liable for the payment of those fees.

Fee awards in dissolution matters are uncertain and dependent on numerous factors, including your and your opponent's relative incomes and financial resources, the amount of the fees, the size of your marital estate, and other factors.

[LAW FIRM] has the right, in its discretion, to withdraw from your case if you have misrepresented or failed to disclose material facts to us, if you fail to comply with court orders or our advice, or for any other valid reason, including failure to pay fees as set forth in this letter. Likewise, you may discharge [LAW FIRM] at any time for any reason. You will be required to pay for time expended if we must proceed to court to obtain permission to withdraw from your case.

In the event you receive a cash property settlement from your opponent, you agree that the property settlement payment will be made to you in the form of a check payable jointly to you and to [LAW FIRM], if there is an outstanding balance on your account. In this event, you agree to endorse the check for deposit into the trust account of [LAW FIRM]. After the check has cleared the issuing bank, the funds will be distributed to [LAW FIRM] in the amount of your then-current balance and to you for the remainder.

You acknowledge that [LAW FIRM] has made no guarantees regarding the disposition of your case. All our expressions relative to your case are our opinions only.

When this matter has been concluded, our attorney-client relationship will officially be ended. Generally, however, we are willing to represent you again in subsequent matters if you are not carrying an outstanding balance with us. However, you have the absolute right to seek other counsel, and we have the right to decline your case in subsequent matters.

At the end of your case, your file will be closed and stored in a secure facility off-site. If you have children, your file will be kept until your youngest child has reached the age of 22 years. If you do not have children, your file will be kept for at least 2 years following the entry of the final judgment, and generally up to 5 or 6 years. After that, it will be destroyed. If you have provided any original documents to us (e.g., tax returns, bank account statements, estate documents) it is your responsibility to request that we return those documents to you, and we will do so promptly.

If [LAW FIRM] withdraws as your counsel, or if you terminate your attorney-client relationship with [LAW FIRM], you are entitled to your file. [LAW FIRM] will not, however, provide to you an attorney's or other professional's personal notes. If you request pleadings or correspondence, [LAW FIRM] will provide you with those at \$.20 per page. As your case progresses, [LAW FIRM] will send you a copy of every letter and every pleading. You should keep those documents in a secure location.

During our representation, [LAW FIRM] may receive from you or from others documents and information containing such things as social security numbers, account numbers, and health records. We will exercise reasonable care to ensure that such documents and information are not further disclosed except as necessary in the course of our representation, such as in discovery responses.

It is possible that an occasion may arise during these proceedings when I am not available and you will need to talk to another lawyer in our office. If you visit our firm's website at [www.\[LAW FIRM\]law.com](http://www.[LAW FIRM]law.com), it will allow you to have some knowledge about the attorney to whom you will need to speak. Additionally, this proceeding may also result in the need for other legal work to be performed, such as changes in your will, revisions in stock ownership, tax advice

and the like. We stand ready to assist you with those needs as well. Please call me if [LAW FIRM] can help you in any related area.

This agreement contains all of the terms of our financial arrangement with you, and can only be modified by a written agreement signed by you and by [LAW FIRM]. You acknowledge receiving a copy of this agreement.

PLEASE NOTE: This is a legal, binding contract between you and [LAW FIRM]. Before signing it, please read it carefully and make sure you understand its contents. You have the right to seek the advice of independent counsel before signing this contract.

Very truly yours,

[LAW FIRM]

By

[ATTORNEY]

Enclosure

READ, APPROVED & ACCEPTED

Dated: _____ *

Preferred Mailing Address:

Preferred Email and/or Phone Number:

Social Security Number: _____

Date of Birth: _____