



Returning phone calls promptly by an attorney under the above described pressures is desirable but sometimes not possible. Additionally, when an attorney is preparing court documents and working on cases, interruptions can shatter attention spans and continuity in the work and a day of continuous interruptions can cause insanity. Therefore this Law Office's message handling policy has evolved as follows:

1. Paralegals receive incoming phone calls and messages from Clients whenever possible. These messages are carefully considered and those needing quick response will get highest priorities. Phone conversations with Paralegals concerning the Client's case are charged at paralegal rates so it is always advantageous for the Client to be brief and to the point. Messages via email are much more cost effective and generally much better thought out.

2. Messages typically get summarized, accumulated and presented by the Paralegal to Attorney at opportune times. Answers are generally relayed back to the Client by the Paralegal, but when Attorney sees a need for a direct answer or a client insists on talking to an attorney directly, an attorney will call the Client.

This policy allows Client to get answers quicker and at less cost. It reduces the amount of time Attorney is on the phone or on short consultations thereby allowing Attorney to do better quality and more productive work for each client because of fewer interruptions.

It is important that Client, Attorney and Attorney's staff work as a team and are courteous and understanding with each other. Clients that express meanness or become insulting are generally asked to find another Law Office that might suit them better.

## **II. LEGAL SERVICES AND COSTS**

Client shall pay: (1) Attorney hourly rates of \_\_\_\_\_ for Marilyn's regular work, regular Court time and travel time; (2) Attorney hourly rates of \_\_\_\_\_ for Associate's regular work, regular Court time and travel time; (3) \$190 per hour for Paralegal work; (4) 110% of above rates for rush work and rush Court time; and (5) court and miscellaneous costs per below. The higher "rush" rates are charged when, due to no fault of the office Staff, a sudden high priority causes Attorney or Paralegal to promptly work on a case. All hourly rates published above are subject to change without notice and are expected to change approximately yearly. Such rate increases do not affect any other parts of this agreement. Client agrees to pay Attorney an initial Retainer of \_\_\_\_\_ which will be used to offset initial Client charges for legal fees and costs. Additionally, Client agrees to pay Attorney an initial Deposit of \_\_\_\_\_ which will be used to offset Client charges for legal fees and costs at the end of his case. The Initial Retainer is not the total costs and fees, or even an estimate of any specific part of the total costs and fees. No promises have been made, or will be made that the costs and fees will not exceed a certain sum and all costs and fees are Client's responsibility to pay to Attorney.

If representation by Attorney is terminated by Client: (1) Client will pay attorney for 30 minutes of Paralegal time for preparing and filing the Substitution of counsel document; and (2) Attorney may keep any remaining Retainer and Deposit amounts as fees earned to offset losses because attorney was not able to accept other cases. It is further agreed between Client and Attorney that as any Retainer is about to be exhausted due to legal services and costs, an additional Retainer will be required by Attorney to continue representation. At least 30 days prior to any pretrial settlement conference, the Client Retainer Account needs to have a credit of at least \$1,500. At least 30 days prior to the first schedule Trial Date, the Client Retainer Account needs to have a credit of at least \$2000 for each scheduled day of trial, i.e. \$4000 if the trial is scheduled for two days. If this is not done, Attorney will not go to the settlement conference nor trial and the pre-signed Substitution of Counsel agreement will be filed with the court making Client his own Counsel, henceforth representing himself. Client may pay with cash, check or Visa/Master Card; however, for any payment with a Visa/Master Card there will be a charge of 4% of the payment amount to cover the transaction cost at Attorney's bank. Client will pay a \$25 fee for each returned check.

Client acknowledges his responsibility to reimburse Attorney for all court costs and other costs required or necessitated in pursuit of Client's interests in this matter. Miscellaneous and necessary costs may include, but are not limited to, new Client account setup and credit report fee of \$50, court filing fees, jury fees, court reporter fees, deposition fees, witness fees, computer research service costs, travel expenses for witness or Attorney, i.e. plane fares, hotel expenses, rental car expenses or personal auto mileage at the IRS allowed rate, copying costs, FAX charges, mail charges, email charges and long distance telephone charges.

**CLIENTS WHO DROP INTO THE OFFICE FOR LEGAL SERVICES WITHOUT AN APPOINTMENT WILL BE CHARGED A \$25.00 DROP IN CHARGE FOR THE FIRST TIME, \$50.00 FOR THE SECOND TIME AND \$100.00 FOR SUBSEQUENT TIMES.** Client agrees to pay for such drop in charges in addition to any legal services incurred at the time.

All legal work and all conversations of a legal nature between Client and Attorney and between Client and Paralegals will be billed at the prevailing hourly Attorney and Paralegal rate for a (10) minute minimum and (5) minute increments thereafter.

### **III. BUSINESS MANAGER**

All business questions, problems, billing, collections and decisions will be handled by Heather, the Business Manager.

### **IV. BILLING, STATEMENTS, AND SUBSTITUTION OF COUNSEL**

Attorney agrees that summary statements for legal services and costs called "Client Retainer Status Reports" will be itemized to include hours expended and description of such services and costs and mailed twice monthly. Clients may call Attorney's business manager any time to check their balance. If there are any errors or omissions in billing, the Attorney or Client must notify the other party in writing within six (6) months or no corrections can be made. Clients may obtain duplicate statements for \$10 for each past month.

Because Client agrees to pay Attorney in advance, if Client's Retainer Account has a balance due regardless of any Deposit amount, the balance due is considered past due (delinquent) and a breach of his Retainer and Payments in Advanced Agreement. Any such balance due is the responsibility of Client to pay Attorney and it should be paid immediately to insure continued representation. Sending out Client Retainer Status Reports mid month and end month help keep Clients informed about charges and status of their retainers, credits, and balances. Finance Charges (.75%) are added to Client accounts at mid month for balances from the end of the prior month that were not received by mid month. Additional Finance Charges (another .75%) are added to Client accounts at end of month for balances from the mid month that were not received by end of the month.

Collection work on delinquent accounts by Attorney or Paralegals will be billed at the normal rates for work done on case. Phone conversations of a collection nature for such delinquent accounts between Attorney or Paralegals and Clients will be billed at the normal rates for work done on case to the nearest minute but with a ten (10) minute minimum and such ten (10) minute minimums will be billed for attempts to reach Client by phone even if no conversation takes place, but time and date must be shown on Statement and there is a limit of one such charge per day. Before Client account can be opened and services from Attorney can begin, Client must execute a Substitution of Counsel naming Client as his/her own attorney. Said Substitution shall be held by Attorney for future use, and Attorney will attempt to notify Client at least five (5) days prior to the filing of the Substitution of Counsel.

Client may substitute an attorney or discharge Attorney at any time without cause. Attorney may withdraw from Client's representation at any time without cause and without the consent of Client by filing a Substitution of Counsel. Client expressly agrees that failure of Client to timely remit payment for legal services and costs in advance or otherwise as agreed upon in writing will likely cause Attorney to withdraw from Client's representation. The Client will be charged for a notice or motion to withdraw when the case is done or when Attorney is discharged regardless of circumstances. Client will remain responsible for all legal services and costs incurred through the time of substitution or discharge as detailed herein above.

Attorney will promptly provide copies of all case documentation to substituted attorney or Client upon written request of Client, if and only if there is no outstanding balance of legal services and costs owed to Attorney and such copies are paid for in advance at the \$.35 per page to cover copier cost and paralegal labor. Within ninety (90) days after a Client's case is completed, his file will be transferred off site for storage. Should any part of Client's file need retrieved from that storage, Client agrees to pay a twenty five dollar (\$25.00) retrieval fee in advance each time.

### **V. SERVICES STOP FOR CLIENTS WHO OWE**

All Attorney and Paralegal services for Clients stop as accounts have a balance due. Such Clients will no longer be able to communicate with Attorney or Paralegals about his/her case until a sufficient new amount of retainer is paid to the Office Manager. This Law Office cannot afford to make loans for legal services and costs. As with other businesses, services without paying should not be expected. Clients who need to borrow money to solve their legal problems need to borrow in advance from friends, relatives and banks and not from Attorney.

## **VI. CONFESSION OF JUDGMENT AND PAYMENT PLAN**

Should Client fall behind on payment with or without Attorney's permission including rare and unusual circumstances that cause or allow legal services and costs to exceed the amount Retained by Attorney and advanced by Client, then upon demand by Attorney, Client agrees to execute a Confession of Judgment for the unpaid balance, pursuant to Nevada Revised Statute 68.050.

Should legal services from Attorney be terminated at request of the Client when he/she has an unpaid balance, Client agrees to execute a Confession of Judgment for that unpaid balance immediately upon termination of such services, pursuant to Nevada Revised Statute 68.050.

A Confession of Judgment is essentially a Stipulation for entry of a Judgment against Client for outstanding legal services and costs. Any Confession of Judgment will include an agreed upon payment plan. If the Client fails to make payments per such agreed upon plan, the Client will be in contempt of court and the Judgment will be executed.

## **VII. CLIENT'S OBLIGATIONS**

In addition to full compliance with all payment requirements as specified hereinabove, Client has other important obligations. The Client will give personal information freely including social security number and photo copy of his/her driver's license. Permission from Client is hereby given for Attorney to get DMV Driver's History, Credit reports, and bank records. Individual permission forms required by banks or other holders of such information will be signed by Client upon Attorney's request. Client will also keep Attorney apprised of his/her:

- (1) current mailing address; physical address; home, cellular and fax telephone numbers; email address; and
- (2) emergency contact Relationship 1, current mailing address; physical address; employer's address; employer's name; supervisor's name; home, cellular and fax telephone numbers; email address; and
- (3) emergency contact Relationship 2, current mailing address; physical address; employer's address; employer's name; supervisor's name; home, cellular and fax telephone numbers; email address; and
- (4) current employer's name; mailing address; physical address; supervisor's name; work, home and cellular telephone numbers, email address.

Client must promptly open any and all mail from Attorney's office and respond appropriately as requested therein. Client must promptly return all phone calls from Attorney's office. The Client must notify the Attorney if there are any errors in billing within six (6) months of any Attorney statement sent to the Client or no corrections can be made. Client will promptly produce any and all documents that might be pertinent to the case that are specifically requested by Attorney; "shoe boxes" or other "piles" of paper work are not acceptable unless Client is willing to pay the Attorney's hourly rate for sorting through the "piles".

## **VIII. LIQUIDATED DAMAGES FOR COLLECTION**

Should client breach this Agreement by failing to execute a Confession of Judgment or should legal action become necessary to collect balances owed under this Agreement, whether in Small Claims Court or a higher Court, Client agrees to pay:

- (1) two times the amount of any and all legal fees and costs including attorney fees for Attorney at the normal hourly rate times two; and
- (2) Paralegal fees at the normal hourly rate times two; and
- (3) any outside attorneys hired by Attorney to pursue the matter, at those attorneys' customary hourly rates times two.
- (4) two times any and all costs associated with the litigation, including travel expenses, hotel expenses, plane fares and rental car expenses for Attorney and/or her hire attorneys; and
- (5) two times costs of collection of all of the amounts owing; and
- (6) interest at the rate of 2.5% per month of any sums as they accrue and will stay at that level until all monies due Attorney by Client are paid in full regardless of any Court actions or Orders (Judgments).

Twice the legal fees and costs as damages for any such Client breach or collection effort is agreed upon as reasonable and relates to the actual damages suffered by Marilyn York in lost time from other cases, lost staff time for attempts to collect, additional accounting time, lost opportunities and unexpected cash flow losses.

## **IX. SUING ATTORNEY**

Clients with little or no apparent net worth and with high legal bills may threaten to sue Attorney in an attempt to unfairly get their legal bills forgiven or reduced. Clients with legal outcomes below their expectations or desires may unjustifiably blame and/or want to punish Attorney. Misguided, unscrupulous or opportunistic clients may size up Attorney as being too busy and too successful to defend such a lawsuit and therefore willing to drop or reduce legal fees just to get on with life. Without a Court Bond or Court Deposit, Attorney could only lose in such instances.

Client acknowledges that there are other scenarios where similar unfair strategies could occur and understands and agrees that such Court Bond or Deposit is a necessary and just method to insure client has the ability to pay for Attorney's time and inconvenience if client does not prevail as a plaintiff in any lawsuit. Client also agrees that this paragraph does not unreasonably or unfairly restrict his/her right to sue Attorney for good cause and thereby he/she agrees to abide by this paragraph.

Therefore before suing Attorney for any reason, a Twenty Five Thousand Dollar (25,000.00) Court Bond or Twenty Five Thousand Dollars (25,000.00) in Cash must be deposited with the Court where the suit will be filed. Should Client sue Attorney for malpractice, professional negligence, breach of contract, breach of fiduciary duty or for any other reason, and in the event Client's suit is not successful and Judgment is not entered in favor of Client, or there is an out of Court settlement, then Client agrees to pay from the \$25,000 court bond or cash deposit:

(1) the amount of any and all legal fees and costs including attorney fees for Attorney at the normal hourly rate; however, time will be doubled as liquidated damages; and

(2) Paralegal fees at the normal hourly rate; however, time will be doubled as liquidated damages; and

(3) any attorneys, private investigators and accountants engaged by Attorney to defend said litigation, at their customary hourly rates; however, time will be doubled as liquidated damages; and

(4) any and all costs associated with the litigation, including travel expenses, hotel expenses, plane fares and rental car expenses for Attorney and/or her hired attorneys; and

(5) interest at the rate of 1.5% per month on any sums as they accrue including during the time period before any such Judgments where Client does not prevail. Said interest will stay at 1.5% per month until all monies due Attorney by Client are paid in full regardless of any Court actions or Orders (Judgments).

(6) paragraphs 1 - 5 above apply to any and all post judgment collection efforts as well as pre judgment efforts.

Client agrees that twice the legal fees and costs as damages for any such unsuccessful lawsuit is agreed upon as reasonable and relates to the actual damages suffered by Attorney in lost time from other cases, lost staff time for attempts to collect, additional accounting time, lost opportunities and unexpected cash flow losses.

## **X. ATTORNEY'S LIEN**

Attorney is hereby given a lien on the claim or cause of action, or any sum(s) recovered by way of settlement, whether recovered by Client or by the opposing Client, and on any judgment that may be recovered, for all amounts that are owed Attorney for any reason mentioned or not mentioned above; and Attorney shall have all general, possessory, or retaining liens, and all special or charging liens known to the common law. Client hereby specifically agrees that attorney may lien any and all assets owned by Client or by the opposing client, at any time after representation commences, including but not limited to personal property, retirement accounts and alimony payments even while those assets may otherwise be excepted from an attorneys lien pursuant to NRS 21.090. This remedy is not exclusive and Attorney reserves the right to take whatever other legal actions are necessary to obtain payment of unpaid legal fees and costs.

## **XI. EMPLOYMENT OF EXPERTS AND INVESTIGATORS**

Attorney, in her sole discretion, may employ accountants, private investigators or other experts to examine persons, documents or facts involved in this action. All such experts shall report exclusively to Attorney. Fees charged by such expert witnesses and investigators may be billed directly to Client or through Attorney's office and like all other services and costs, they are Client's sole responsibility to pay.

## **XII. ASSOCIATED COUNSEL**

It is agreed that Attorney has the right and may associate other attorneys with Client's approval. Client agrees to be responsible for said association, legal services and costs generated by the associated counsel. Attorney retains the absolute right to utilize the services of employees and contract Attorneys, under Attorney's guidance, at Client's expense.

### **XIII. FAVORABLE OUTCOME NOT WARRANTED**

Attorney makes no warranties or representations concerning the successful conclusion of this claim or the subject matter of this agreement; nor does Attorney warrant the favorable outcome of any legal action that may be filed. All statements of Attorney on these matters are statements of opinion only and are not a warranty of success. Attorney does not warrant or guarantee that she will obtain reimbursement for Client for any of Client's costs, attorney's fees or expenses resulting from this civil action. Client expressly holds Attorney harmless from any and all claims or lawsuits or settlements of the Client's causes of action or claims.

### **XIV. POWER OF ATTORNEY TO EXECUTE DOCUMENTS**

Client hereby gives Attorney Client's power of attorney to execute all documents connected with the claim for the prosecution of which Attorney is retained, including but not limited to: pleadings, contracts, commercial paper, settlement agreements, compromises and releases, verifications, dismissals, orders, and all other documents that Client could properly execute relevant to this action.

### **XV. LAW TO GOVERN CONTRACT**

The construction, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the United States, and the State of Nevada, without resort to principles of conflicts of law. Both parties and Guarantor if there is one expressly consent to:

- (1) Attorney has the choice of the Reno Justice Court or the Sparks Justice Court having exclusive jurisdiction to adjudicate any small claims dispute arising out of this Agreement; and
- (2) The federal, state and Washoe County Courts within the State of Nevada will have exclusive jurisdiction to adjudicate any dispute other than small claims per (1) above arising out of this Agreement; and
- (3) service of process being effected upon it by confirmed fax message or express/courier mail (with receipt) sent to the address set forth in this Agreement; and
- (4) be bound by orders of such above courts.

### **XVI. ASSIGNMENT**

This Agreement inures to the benefit of, and is enforceable by Attorney, her nominees, successors, and assigns, and shall be binding upon Client, Client's Estate, Client's heirs, and legal representatives.

### **XVII. TERMINATION OF THIS CONTRACT**

This contract may be terminated if and only if:

- (1) Attorney files a Substitution of Counsel naming another attorney of client's choice or if no such attorney has been selected, naming Client as his/her own attorney and the Court accepts such Substitution; and
- (2) Attorney provides all case documentation to substituted attorney or Client; and
- (3) There is NO outstanding balance of legal services and costs owed to Attorney; and
- (4) Client does not sue Attorney during or after Attorney representation arising from this Agreement; and/or
- (5) A newer Retainer Agreement supersedes this Agreement.

**XVIII. BAR COMPLAINTS**

Clients with high legal bills, who are unhappy with the outcome of legal action or for personal reasons may lodge an unfair Bar Complaint against Attorney in an attempt to get their legal bills forgiven or reduced or to seek revenge. Misguided, unscrupulous or opportunistic clients may wrongly size up the Bar complaint system as an easy method of punishing Attorney.

Client acknowledges that following the above strategy will cause Attorney to unfairly spend time defending Client's Bar complaint and Client agrees to pay for actual hours of Attorney's time at prevailing rates to defend any such Bar complaint if no negative action is taken by the Bar against Attorney within six (6) months of filing such complaint. Whether as an outcome from the above or for any other reason, if Attorney sues Client for Defamation of Character and Client does not prevail, Client agrees to pay reasonable Attorney fees which shall not to be less than Twenty Five Hundred Dollars (\$2,500). Client also agrees that this paragraph does not unreasonably or unfairly restrict his/her right to lodge a Bar complaint against Attorney for good cause and thereby he/she agrees to abide by this paragraph.

Client agrees that the legal fees as damages for any such unsuccessful Bar complaint is agreed upon as reasonable and relates to the actual damages suffered by Attorney in lost time for defending the complaint, additional accounting time, lost opportunities and unexpected cash flow losses. Such legal fees will be subject to finance charges and collections per above.

**XIX. MISCELLANEOUS**

This Agreement may be amended only in writing signed by Attorney and Client, and there are no other understandings, agreements, or representations, expressed or implied.

If any clause or provision of this Agreement is or becomes invalid, or unenforceable, Client agrees that the clause or provision should be interpreted to call for the protection of Attorney's rights to the greatest extent which is legal, valid, and enforceable, and if the clause or provision cannot be so interpreted, or a court of competent jurisdiction declines to permit such clause or provision to be so interpreted, the clause or provision will be severed and the remaining provisions of this Agreement shall continue in full force and effect.

Failure of Attorney to enforce any breach of this agreement does not constitute a waiver and enforcement can be done at a later time or for subsequent Client breaches.

\_\_\_\_\_  
Client (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marilyn D. York Esq., Pres.

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, Attorney, Client and Guarantor, if any, have executed this agreement at Reno, Nevada, the day, month and year first above written.

\_\_\_\_\_  
Client,

\_\_\_\_\_  
Marilyn D. York Esq., Pres.

**CLIENT**

STATE OF NEVADA                    )  
  )    ss:  
COUNTY OF WASHOE                )

On this day \_\_\_\_\_, there personally appeared before me, a Notary Public, \_\_\_\_\_, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the instrument.

\_\_\_\_\_  
Notary Public

website