



understanding that process is essential. Family law cases are stressful to the Client and not easy for attorneys who have numerous clients, case loads and Court demands that overlap and are interspersed with client emergencies.

The attorney who does the initial consultation with Client may or may not be the initial, primary, Court or final attorney for Client's case. Attorneys at this Law Office consult with and fill in for each other throughout a case and their accumulative knowledge and experiences are applied generally with no extra billing for any consulting attorney's input.

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 for -

- (1) Marilyn's regular work, regular Court time and travel time: Attorney hourly rates start at \$400 for simple cases
- (2) Associate's regular work, regular Court time and travel time: Attorney hourly rates start at \$325 for simple cases
- (3) Paralegal work: hourly rates start at \$210 for simple cases
- (4) Court and miscellaneous costs per below

Client may pay with cash; check; or Discover/Visa/MasterCard at: <http://marilynyork.net/billpay.html> Login with your email address and temporary password \_\_\_\_\_. For Discover/Visa/MasterCard there will be a convenience fee of 4% of payment amounts to cover transaction costs at Attorney's bank. Ask your attorney about possible legal and financial advantages of paying by a credit card. Client will pay a \$25 fee for each returned check.

All hourly rates published above and other charges below are subject to change without notice. Such rate increases do not affect any other parts of this agreement. Client agrees to pay Attorney an initial Retainer which will be used to offset initial Client charges for legal fees and costs. Additionally, Client agrees to pay Attorney an initial Deposit 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 or any hearing, the Client Retainer Account needs to have a credit of at least \$1,500. At least 30 days prior to the first scheduled Trial Date, the Client Retainer Account needs to have a credit of at least \$2,000 for each scheduled day of trial, i.e. \$4,000 if the trial is scheduled for two days. If this is not done, Attorney will not go to the settlement conference nor trial and Client agrees to execute a Stipulation allowing Attorney to withdraw from Client's case.

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, INCLUDING UNSCHEDULED MEETINGS WITH AN ATTORNEY OR PARALEGAL, 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.

The proper use of Information Technology (IT) has become expensive but imperative in running a modern day efficient law office. "IT" is the use of and maintaining of phone systems, smart phones, networked computers, servers, database management systems, online subscription services including the court efile system and Westlaw legal research, software to manage information as well as, store, protect, process, transmit and retrieve information. This office uses all the above and has two in-house college graduated Staff Members that fulfill the "IT" department needs as System Administrator, Database Administrator and "IT" Manager which has lead to increased efficiency and productivity that benefits each Client both in cost and quality of work. The cost of maintaining and improving this office's "IT" is partly funded by each Client paying \$40 per month for "Information Technology" while his case is ongoing ("Active"). Storing Client's completed case files electronically and physically retrieving them as needed and returning them to storage for 10 years is included at no extra charge.

### **III. BILLING, BILLING REPORTS, AND SUBSTITUTION OF COUNSEL**

#### Section (a)

Attorney will provide "Client Retainer Status Reports" which itemize legal services and costs including hours worked and detailed descriptions; they are available at: <http://marilynnyork.net/billpay.html> by the 1<sup>st</sup> and 16<sup>th</sup> of each month as well as real time charges and credits. Clients may view and print these online reports or call Attorney's office staff to check balances. 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 archived Client Retainer Status Reports for \$5 each.

From the work entry date on any Client Retainer Status Report, Client has six (6) months maximum from that date to dispute, object to, file a Bar complaint and/or file a law suit concerning that legal work, legal advice or legal service rendered.

From the work entry date on any Client Retainer Status Report, Client has six (6) months maximum from that date to dispute, object to, file a Bar complaint and/or file a law suit concerning such charges on that Report for legal work, legal advice or legal service rendered.

The reason for this limitation is because the nature of family law is very fact specific and transactions are all unique. Attorney will be at a distinct disadvantage to recall the specific unique characteristics that likely resulted in the particular work or charge if the client waits more than six (6) months to file such complaint, while the client will remember much longer given that it is his own case. Although Statute NRS 11.190 states a Statute of limitations of 6 years for such action, it is contractually agreed by both parties that the Statue of Limitation for this action is changed to the 6 months specified above.

Example number 1: During case work or after all case work is completed, a client may dispute, object, file a Bar complaint or file a law suit concerning legal work, legal advice and/or legal service but only for such legal work, legal advice and/or legal service that was billed within the last six (6) months.

Example number 2: After six (6) months from the work entry date on any Client Retainer Status Report , a client may no longer dispute, may no longer object, may no longer file a Bar complaint and may no longer file a law suit concerning any legal work, legal advice and/or legal service that occurred prior to such work entry date.

Section (b)

Client agrees to always pay Attorney in advance and understands that Attorney has business costs monthly from overhead and staff. Because of that, if any Client's Retainer Status Report has a balance due regardless of any Deposit amount, the balance due is considered past due (delinquent) and a breach of this Retainer and Payments in Advanced Agreement occurs. Any such balance due is the responsibility of Client to pay Attorney and it should be paid immediately to insure continued representation. Client Retainer Status Reports are available at: <http://marilynnyork.net/billpay.html> mid month and the end of the month to 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 have not been 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 Client Retainer Status Reports and there is a limit of one such charge per day.

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.

All documents received or drafted in Client's case are sent to client by mail or e-mail in a timely manner. It is Client's responsibility to maintain these copies for their records. 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 \$.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.

#### **IV. CEASING WORK FOR CLIENT WITH OUTSTANDING BALANCE OWED TO ATTORNEY**

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 are unable to personally pay for services are encouraged to seek out loan sources such as credit cards, family loans, or other alternatives.

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 pursuant to Nevada Revised Statute 68.050 for the unpaid balance, and execute a Stipulation allowing Attorney to withdraw from Client's case.

Absent a clear violation of the ethical obligations of Attorney to the State Bar of Nevada –

1. Attorneys and paralegals shall immediately cease work if Client has a Delinquent Past Due Balance; and
2. Client consents to the reduction of work by attorneys and paralegals to the minimum requirements as provided for in the Nevada Rules of Professional Conduct.

## **V. 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 read all faxes, emails, text messages and other forms of communications and listen to all messages left on his phone from Attorney's office and respond promptly and appropriately as requested therein (this includes Client responses to collection attempts). The Client must notify Attorney if there are any billing errors on Client Retainer Status Reports within six (6) months 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".

Postings to social media applications such as Facebook, Twitter, Myspace, or a blog can be used against Clients in Court as evidence. Client agrees to limit any such postings to issues completely unrelated to any pending or potential litigation. Client understands and agrees to use discretion in posts and pictures whether Client's profile is public or private. Please keep in mind that even if the opposing party is not able to access your social media posts, friends or acquaintances may choose to share your posts with the opposing party causing detriment to your case.

## **VI. 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 1.5% 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.

## **VII. 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.

## **VIII. 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.

## **IX. 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.

## **X. FIRM ASSOCIATE LAWYERS AND OUTSIDE ASSOCIATED COUNSEL**

- (1) It is agreed that Attorney has the right and may associate lawyers outside this firm with Client's approval. Client agrees to be responsible for said associations, legal services and costs generated by the associated counsel.
- (2) Attorney retains the absolute right to utilize the services of employees and contract lawyers, under Attorney's guidance, at Client's expense.
- (3) Attorney often assigns an Associate Lawyer to lead a Client's case and if that Associate Lawyer leaves this firm during such case, Attorney and/or another Associate Lawyer will take over Client's case and will not charge for the time that it takes to get up to speed. This contract is between Client and Attorney (Marilyn D. York) and not between Client and any Associate Lawyer. All associates are employees of Marilyn D. York

and have been trained by Marilyn. While your case may technically be assigned to an associate, that does not mean that your case is not important to Marilyn. Marilyn personally counsels with her associates to ensure the same high quality legal work is uniformly performed across the board for all clients of the firm, regardless of who the lead attorney on the case is. Marilyn considers you as being her client and hopes to keep you as a client even if the infrequent occasion arises where an associate leaves the firm. In that instance, Marilyn will ensure that you are in no way charged for the cost of transition to her counsel.

#### **XI. 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.

#### **XII. 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.

#### **XIII. 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.

#### **XIV. 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.

#### **XV. 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.



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

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
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

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