

## **EXPLANATION OF FEES**

### **EXPLANATION OF FEES:**

1. **CONTINGENCY FEE** - An agreement between the attorney and client whereby the attorney agrees to represent the client for a percentage of the amount recovered. This fee arrangement is typically used in personal injury actions. Contingency fees are not permitted in criminal cases.
2. **FLAT FEE** - An agreement between the attorney and client whereby the attorney agrees to represent the client for a predetermined fee. This fee arrangement is typically used in the preparation of certain documents or transactions (e.g. wills, power of attorneys, health care representative appointments, deeds). A flat fee might also be used in connection with representation in a criminal case.
3. **HOURLY FEE** - An agreement between the attorney and the client whereby the client agrees to pay the attorney at an hourly rate for the time the attorney spends working on the client's case. This fee arrangement is typically used in connection with representation in domestic relations cases, estates, and general civil litigation. Each telephone conference is billed at a minimum of 0.2 hours. The hourly rate may differ depending upon the type of case, difficulty of the case, and the age and experience of the particular attorney working on your case.
4. **HOURLY FEE/MINIMUM RETAINER** - An agreement between the attorney and client whereby the client pays, at the beginning of the matter involved, a fixed amount which will be the minimum fee charged. If the attorney time involved in the matter exceeds the amount of time covered by the minimum retainer at the hourly rate being charged, the client will be billed for the excess time at the hourly rate. If the attorney time involved in the matter does not exceed the amount of time covered by the minimum retainer, the minimum retainer will be the total attorney's fee.
5. **HOURLY FEE/ADVANCED RETAINER** - An agreement between the attorney and client whereby the client advances, at the beginning of the matter involved, a fixed amount which is held to pay for the attorney time at the hourly rate being charged. If the total attorney time involved in the matter exceeds the amount of time covered by the advanced retainer, the client will be billed for the excess time at the hourly rate. If the attorney time involved in the matter does not exceed the time covered by the advanced retainer, the unused balance of the advanced retainer will be returned to the client.

### **ADDITIONAL COSTS CHARGEABLE TO THE CLIENT:**

In addition to attorney's fees, the client will also be responsible for other expenditures incurred, including but not limited to: court costs, witness fees, publication costs, recording fees, long distance telephone calls, costs of depositions or other discovery. In some cases the client will be responsible for costs of copying, postage, travel and mileage. A finance charge of 1.5% per month will be assessed on all past due accounts.