

## BILLING POLICY

The following is an explanation of our general billing procedure for the various types of legal services provided by our office.

1. INITIAL OR ONE-TIME CONFERENCES: One-time or initial conferences for the purpose of determining whether further legal services are needed is **\$75.00** for the first half-hour with remaining time billed at the regular hourly rate, payable at the time of the conference.
2. FIXED FEE SERVICES: Many services we provide are performed for a fixed fee based on our experience with what is typically required to complete the service.
3. REAL ESTATE CLOSINGS: Real estate closings are handled for a fixed fee, **payable at the time of closing**. On rare occasions when we perform services outside the scope of a normal closing to deal with matters for the client, that additional work will be billed at our normal hourly rate and must be paid at the time of closing. **In the event closing is not held due to incurable title problems, credit problems, etc., the client will still be expected to pay for all services rendered.**
4. ESTATE ADMINISTRATIONS: Estate administration services are billed to the estate at the regular hourly rate. Billing is done periodically throughout the administration. **While our fees are usually paid out of estate assets, the client is ultimately responsible for the bill.**
5. MATTERS HANDLED ON HOURLY BASIS: A large number of our services are billed to the client at the regular hourly rate. Clients will be billed monthly for the preceding month, and payment in full is due no later than the **20th day of the month**.
6. LAWSUITS: Lawsuits are billed at the regular hourly rate. A cost deposit will be required and will be held in our trust account. Clients will be billed monthly and will be expected to pay outstanding bills by the **20th day of the month**.
7. HOURLY RATES. Different hourly rates are charged for the attorney and legal assistants. These rates are established according to ability, experience and other factors permitted by the State Bar. At least once per year, the billing rates of all employees of the Firm are reviewed and may be increased. You may not be notified when these changes occur.
8. CHARGES FOR TIME. You will be billed for the amount of time spent working on your case. This may include telephone calls, e-mails, drafting of documents or correspondence, and legal research. You will be billed for all communication related to your case, whether or not those communications are made directly with you, or with the opposing party, opposing counsel, or others.
9. COSTS: All costs incurred by the firm will be paid or reimbursed by the client on all matters. Those costs include court filing fees, recording costs, long distance telephone charges, overnight courier costs, postage, and copy costs, among others.
10. TERMINATION OF SERVICES. You may terminate our representation of you at any time.

We may terminate our representation of you, and withdraw as your counsel; if:

- a. We discover any conflict of interest;
- b. You fail to pay immediately any amounts due;
- c. We discover that you have made any misrepresentation in the facts of your case;
- d. You fail to communicate with us or otherwise impede our representation of you; or
- e. You fail to heed our advice or recommendations, or insist on our taking untenable positions on your behalf.

Any termination of our representation of you does not relieve you of the obligation to pay any amounts owed to us incurred through the date of termination.