



# Stacy Wright

## Family Law & Mediation <sup>Chtd.</sup>

8525 Edinbrook Crossing, Suite 105; Brooklyn Park, MN 55443

**Phone:** (763) 244-1002 ; **Fax:** (763) 244-1003; **Email:**stacy@mndivorcemediation.com

Date: \_\_\_\_\_ Client: \_\_\_\_\_

It is the policy of **Stacy Wright Family Law & Mediation, Chtd.**, to require each client to sign a written retainer agreement before beginning any work on a client's case. If you wish to have **Stacy Wright Family Law & Mediation, Chtd.**, represent you, and you agree to the terms set out below, please sign this agreement where indicated and return it **with your initial retainer fee. The firm will not commence working on your case until this payment is received.**

The terms under which the firm will represent you in your legal matter are set out below:

1. **Retainer** - Your initial retainer fee is \_\_\_\_\_. If you would like to make payments, you must pay \_\_\_\_\_ on \_\_\_\_\_ and then make payments so that the remaining balance will be paid on or before \_\_\_\_\_.

This amount represents an advance fee payment, to be held in trust until earned.

Professional fees and costs attributable to reviewing and preparing your case are charged against that initial payment at the rates agreed below until it is fully exhausted before any further deduction is made from any additional portion of your retainer held in trust.

**Stacy Wright Family Law & Mediation, Chtd.**, will provide you with periodic statements which will advise you of the fees and costs charged for services rendered and the balance of the foregoing advance payment remaining in our trust account. Your periodic bill will reflect the time and charges (fees) for work done on your file each month.

PAYMENT IN FULL IS DUE 14 DAYS FROM BILLING. Absent other arrangements made in writing in advance between you and the firm, you are required to pay each periodic statement in full within fourteen (14) days of the date thereof. Failure to pay accounts fully when due may result in termination of the law firm's services.

2. **Billing Rates** - Fees charged are based on the amount of time the firm devotes to your case. It is impossible to determine in advance how much time will be needed. In addition to the attorney you have retained, it may be necessary for other professionals or associates to work on your case. The firm will utilize a team approach in representing you, including assignment of an in-house accountant, law clerks, or legal assistants to prepare your case for settlement or trial. The firm will use our best judgment to determine the most economical use of our attorney and staff time.

You will be billed for all time spent on your case including conferences, telephone calls with you and others concerning your case, document drafting, pre-trial discovery, correspondence, pleadings, negotiations, legal research, court appearances, travel to and from locations away from our office, trial preparation, trial time and any other time expended in representing you. Any figures the firm quotes you for the total cost of our services are merely estimates.

**Currently, hourly rates are: Stacy Wright \$ 250.00 (hourly legal fees); Associate Attorney \$200.00, Accountant \$ 150.00; Legal Assistants \$ 150.00.** Hourly rates are subject to change upon 30 days' notice.

3. **Costs, Disbursements and Expenses** - In addition to the hourly rates for fees, you will be responsible for all costs, disbursements, and expenses incurred on your behalf. These costs include but are not limited to, filing fees (\$320- \$400); motion filing fees (\$70-100) service of process fees (\$50-\$150); depositions, including cost of court reporter and transcripts of proceedings; witness fees; subpoena fees; certified copy fees; long distance telephone charges; telegrams; telefax charges; messenger services; photocopying expense; postage; mileage; parking and lodging expenses.

YOU ARE REQUIRED TO PAY ALL NECESSARY COSTS EITHER IN ADVANCE OR IMMEDIATELY AFTER THEY ARE INCURRED, AT THE LAW FIRM'S DISCRETION. FAILURE TO PAY NECESSARY COSTS IN ADVANCE MAY RESULT IN IMMEDIATE TERMINATION OF THE LAW FIRM'S SERVICES.

For example, you will be required to pay a charge for a court reporter's services at deposition either IN ADVANCE, immediately at the time the reporters bill is received by the law firm, or within the period that the court reporter specifies payment is due, at the law firm's discretion.

The law firm is not a lending institution, and costs will not be advanced by the firm for your benefit.

4. **Expert Fees** - If an expert is employed in your case, you will execute a separate agreement with the expert. You will be billed separately and independently by the expert, and you will be responsible for the payment of all expert's fees pursuant to your agreement with the expert.
5. **Time Recording and Billing** - All time records are maintained and recorded by tenths of an hour. Time spent and recorded will reflect the estimated time spent closest to the nearest one-tenth (1/10) of one hour for each individual item of work performed. There shall be a minimum billing of two-tenths (2/10) of one hour for each individual item of work performed.
6. **Periodic Billing Statement** - Statements will be prepared and submitted to you periodically (*usually monthly; however this may vary depending on the level of activity on your case*), with payment to be made within fourteen (14) days after the date of the statement. This itemized statement will reflect all charges incurred for that month, including any interest charges on any amounts past due, any costs, disbursements or expenses advanced by this office on your behalf, together with all charges incurred as a result of work being done on your case by someone in our office. Should you have any questions concerning your periodic statement, please inquire of this firm in writing immediately.
7. **Additional Retainer** - Frequently a concerted effort requiring expenditure of significant time must be done shortly (usually within two [2] months) before final trial date, and concentrated time is necessary during final negotiations and/or trial. The firm may thus require you to provide an additional retainer or provide other security to ensure payment of our fees.

8. **Responsibility for Payment of Fees and Costs** - You will remain primarily liable for payment of our total fees and costs. However, sometimes the court will order your adversary to pay a part or all of your attorney's fees and costs. Amounts received pursuant to court order will be credited to your account. If, on the other hand, you are the more financially able party, the court may order you to pay a part of your adversary's fees and costs. The court award of fees, suit money, or costs, if any, does not set or limit the firm's fee in any way or your liability to the firm for fees, suit money, and costs.

The pursuit of collection of fees, suit money, and costs awarded to you against your adverse party is an additional service the firm performs on your behalf, and you will be expected to pay the firm fees on the same basis as is set forth in this agreement for performing such services. Furthermore, if the court does assess fees, suit money, and costs, or any part thereof, against the adverse party to apply on your account with the firm, the collection of such award from the adverse party by way of contempt or any other proceeding shall be considered as further services on your behalf, notwithstanding that, in accordance with the terms of the order or decree, such judgment for fees, suit money, and costs shall be payable directly to the firm.

Accordingly, you shall be expected to pay for the cost of collection. In the event you discharge the firm as your attorney at any time, or the firm withdraw as your attorney, it shall be understood that the firm shall nevertheless have the authority to continue to pursue the collection of fees, suit money and costs ordered to be paid by your adverse party to the firm or, more generally, for attorney fees during the time that the firm represented you, and that any part thereof that is collected, after collection costs, will be credited to your account with the firm. Please understand, however, that you are at all times primarily liable to the firm for all fees, suit money and costs, and that any pursuit thereof against the adverse party is on your behalf and constitutes an additional service to you.

9. **Collection Costs** - Should the firm be required to bring suit or otherwise spend time trying to collect the amounts due the firm under this agreement, you will also be responsible for our court costs and reasonable attorney's fees as determined by the court, including payment of our normal hourly rates if the firm represents itself.
10. **Settlement** - The firm will not make any settlement of your case without your consent, nor will any proceedings be filed in court without your approval.
11. **Working Relationship** - *The cooperation of the client is very important.* Full disclosure of all facts is essential to enable the firm to properly represent you. You must promptly fill out and return all papers such as interrogatories, information and requests, etc. If you do not, the firm shall have the right to withdraw from your case and further representation.

ALWAYS INFORM THE FIRM immediately of any change of address, phone number (both work and home), employment and circumstances.

The firm has the right to withdraw from your case if you have misrepresented or failed to disclose material facts to the firm, or if you fail to follow our advice.

Likewise, you may discharge the firm at any time for any reason. You must provide the firm with written notification of your desire to terminate the relationship.

The firm shall have the right to withdraw from representing you if you do not honor the terms of this Retainer Agreement, and you will have the obligation of paying fees and costs

incurred through the date the court authorizes our withdrawal from further representation of you. Should this occur, you will be notified in writing.

12. **Interest** - In any billing cycle where payments and credits do not equal or exceed the previous balance for that billing cycle, the firm may add a FINANCE CHARGE, computed at a "periodic rate" of .0067% per month (8% ANNUAL PERCENTAGE RATE) on the adjusted balance. The firm figures the FINANCE CHARGE on your account by applying the periodic rate (.0067%) on the adjusted balance, which is the previous balance unpaid for more than 30 days, less payments and/or credits appearing on your periodic statement. The unpaid previous balance will include any overdue interest. Thus, you may owe interest on overdue interest.

If our attorney/client relationship is terminated, by either party, you hereby agree to be obligated to pay the existing balance of your account, plus an additional FINANCE CHARGE of .0067% per month (8% ANNUAL PERCENTAGE RATE) until your account is paid in full. You may at any time pay off the full unpaid balance of your account.

13. **Document Copies** - You will be sent copies of all documents, correspondence, pleadings, etc., which will constitute your copy of the file. In the event you discharge the firm or the firm withdraw from the proceeding, the copies sent to you will constitute your file. Duplicate files will be made available to you at your expense.

The law firm charges \$0.30 (thirty cents) per copy for all copies related to your case made on the firm's premises. That figure closely approximates the actual cost of copies to the firm. Where bulk copying is necessary, it may be to your advantage to cooperate with the firm in arranging off-premises copying at a reduced rate.

14. **Fax Charges** - All incoming and outgoing faxes over the law firm fax machine are charged to the client at the rate of \$5.00 per fax.

15. **Representations** - You acknowledge being advised that THE FIRM CANNOT MAKE GUARANTEES REGARDING THE ULTIMATE OUTCOME OF THIS LITIGATION, and that any expressions relative to such matters are only our opinions.

You further acknowledge being advised that no specific representations have been made with respect to the amount of fees which will be charged in connection with this proceeding. The time necessarily spent on each case varies, as well as the nature and amount of work necessary to achieve the result.

Again, no binding representation can or will be made as to how long any proceeding will take, how long it will cost, or what you will win. We promise effort, not outcome.

16. **IT IS FURTHER UNDERSTOOD AND AGREED THAT IF THE FEE ARRANGEMENTS HEREIN CONTAINED ARE NOT CARRIED OUT AS SET FORTH HEREIN, THE FIRM SHALL HAVE AT OUR OPTION THE RIGHT TO REFUSE TO PROCEED FURTHER WITH THE PROSECUTION OF THE CASE, AND TO BRING THE APPROPRIATE MOTION TO HAVE THE COURT RELIEVE THE FIRM OF OUR RESPONSIBILITY TO REPRESENT YOU.**

17. This agreement together encompasses all of the terms of the financial arrangements between you and the law firm, and cannot be modified, except in writing, signed by both parties.

THIS IS A LEGAL, BINDING CONTRACT BETWEEN YOU AND **STACY WRIGHT FAMILY LAW & MEDIATION, CHTD.** NO PROVISIONS HEREOF SHALL BE CONSIDERED WAIVED OR AMENDED EXCEPT IN WRITING BY BOTH YOU AND **STACY WRIGHT FAMILY LAW & MEDIATION, CHTD.**

WE AGREE THAT IF THERE IS ANY TERM HEREIN THAT IS DEEMED ULTIMATELY TO BE UNENFORCEABLE, THAT SAID TERM OR TERMS SHALL BE SEVERED OFF AND THE REMAINDER OF THE AGREEMENT PURSUANT TO MINNESOTA STATE LAW SHALL CONTINUE IN FULL FORCE AND EFFECT.

BEFORE SIGNING, PLEASE READ THIS AGREEMENT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF THE CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ASK ABOUT IT. DO NOT HESITATE TO HAVE THIS AGREEMENT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE. WE ENCOURAGE IT.

READ, APPROVED AND ACCEPTED:

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Wright, Attorney at Law

**Client Contact Information**

Work Phone:

Home Phone:

Email:

**Automatic Payment Enrollment  
Stacy Wright Family Law & Mediation, Chtd.**

Name \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_

**Notes about payment plan:**

**Payment Plan Start Date:**

**Amount of payment(s):**                    \$ \_\_\_\_\_

**Date of payment(s):**

1<sup>st</sup> of each month      15<sup>th</sup> of each month              Other (specify) \_\_\_\_\_

**Type of account:**      Visa                    Mastercard              Discover

**Account Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**CID code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_