

**ATTORNEYS**

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**MORRIS**



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**PARALEGALS**

Stephanie Baumann  
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**ADMINISTRATOR**

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**LEGAL SERVICES AGREEMENT AND CONTRACT**

**LEGAL REPRESENTATION:** The undersigned, \_\_\_\_\_ (hereinafter "Client") employs Morris-Sockle, PLLC, (hereinafter "Attorney") to provide the legal services necessary to resolve Clients current family law issues.

**RELATIONSHIP:** This Agreement shall describe the rights and responsibilities between Attorney and Client. Client authorizes Attorney to engage in legal representation that they believe to be reasonably necessary and proper. Representation may include activities such as giving oral or written advice, talking or writing to other people and attorneys, preparing and filing court papers, making efforts to settle the case, and any other action Attorney feels is proper and reasonably warranted. The Attorney will make reasonable efforts to communicate to the Client any and all decisions made and the progress of the case. Client agrees to promptly notify Attorney in writing of any changes regarding Client's address, phone number, employment and circumstances during the course of the representation. Client must promptly complete and return all papers, such as interrogatories, information sheets, requests for documents, declarations and other evidence and materials related to the case.

**ATTORNEY FEES:** It is nearly impossible to predict the exact attorney fees and costs that will be incurred in Family Law litigation. Each case is unique and must be dealt with on an individual basis. You will be billed for attorney fees and litigation costs on a monthly basis as they occur.

Attorney's Fees are the law firm's charges to you for the time and labor provided by the attorney and/or legal assistant. The hourly rate for Attorney Paul Posadas is \$300, the hourly rate for Attorney Katrina Otto is \$250, and the hourly rate for legal assistants is \$150. It is understood that the time for which Client will be charged includes, but is not limited to, time expended for conferences, telephone calls, correspondence, e-mail messages, legal research, document preparation, travel, hearings, and trial. Client agrees to pay all "fees" which are associated with this matter.

**COSTS:** The second category of expense is called "Litigation Costs." Costs refer to the charges you incur which relate to your case in addition to attorney's fees. Costs are added to your bill in addition to the attorney's fees. Costs usually include court filing fees, service of

legal papers on the opposing party, document copying, facsimiles, and transportation costs (if outside the County). Some cases necessitate the hiring of expert consultants such as: guardians ad litem, mediators, psychologists, appraisers, or accountants. The fees charged by these experts are litigation costs. These expenses are either added to your bill or you are billed directly by the providing expert. Client agrees to pay all reasonable and necessary "costs" which are associated with this matter.

**ADVANCED FEE DEPOSIT AND ADDITIONAL PAYMENTS:** Client agrees to pay to Morris-Sockle, PLLC, trust account an advance fee deposit of Three Thousand (\$3000.00) Dollars in cash, check, or credit card. This sum shall be applied to fees and costs as accrued throughout this case. This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, until Client pays the agreed advance fee deposit.

The Deposit Balance held in Trust must be replenished by the Client each month to the extent draws have been made against Trust Deposit each month for payment of attorney fees and cost. Client agrees to replenish the Deposit held in Trust upon notice that funds have been withdrawn, or your Attorney is entitled to terminate its services effective immediately. If an unpaid balance shall occur, that unpaid balance will accrue a finance charge of one (1%) percent each month. Client agrees to timely pay all other litigation cost and expenses as they are incurred and are billed directly to the Client by the provider.

Client understands that charges for attorney fees and cost may, and definitely will if these proceedings are contested, exceed the initial Advance Fee Deposit. Client acknowledges that Attorney has not given any estimate of the total fees and cost that will be incurred in this case, as each case is unique.

Client must make an additional deposit in the amount of Two Thousand Dollars (\$2,000.00) thirty (30) days before a mediation and/or settlement conference date to be applied toward the fees for preparing for, and participating in, mediation and/or settlement conference.

Client must make an additional deposit of Five Thousand Dollars (\$5,000.00) seventy (70) days before the assigned trial date to be applied toward the fees for preparing for and participating in trial. These additional deposits are not to be construed in any way as flat fees for going to mediation or trial, nor can Attorney provide Client with an estimate regarding how much mediation, arbitration or trial will ultimately cost as each case is different. Furthermore, these additional deposits shall not affect the Client's responsibility to continue to replenish the initial advance fee deposit balance each month.

At reasonable intervals (generally, on a monthly basis), Client will receive a billing statement documenting all accrued fees and costs then owing. Statements may be delivered by any reasonable means to Client or to any of Client's last known addresses and, if mailed, shall be deemed received three (3) days after the date sent, excluding Saturdays, Sundays and postal holidays. Statements sent by e-mail shall be deemed received the next business day. Client has been advised to review their bills upon receipt and urged to ask questions regarding the bill if they have the slightest question. If Client does not object to statement by a signed writing delivered to Attorney within one (1) week of statement receipt, Client then waives all further

rights to dispute the charges, and Client's trust funds will be transferred into Attorney's General Account at that time. Charges documented by time-slips, receipts, or other evidence shall be presumed correct.

Client agrees that Attorney shall have the right to cease legal work and to keep all funds received for legal services and costs up to the amount actually owed, in the event the Client does not pay their bill or fails to make additional deposits as required by this contract or requested by Attorney, and a one per cent (1%) per month compounding interest will be charged on any unpaid balance. There shall be a \$50.00 penalty/charge for each NSF check written to Attorney by or on behalf of Client.

Attorney's fees and costs are your responsibility. In the event that your spouse or any other person agrees to, or is ordered by the court to, contribute to the attorney's fees and costs incurred in this case, such fees, if received, will be credited to your account or reimbursed to you. You must keep in mind that regardless of whether the court orders your spouse to contribute to the attorney's fees and costs incurred, your account is only credited with such funds when and if they are received, and that the primary responsibility for payment is yours.

Client and Attorney have discussed the legal representation, attorney fees and costs at your first meeting. Any questions that you have will be answered in a timely manner. Please immediately ask questions and voice any concerns that you might have pertaining to the Legal Services Agreement and any billing issues as needed.

**CLIENT COOPERATION:** You fully understand that your cooperation in this case is essential and agree to accurately present the facts to your attorney, and to inform the law firm of any changes in address, telephone number, employment, or any other material circumstances which may have an effect on your case. You further agree that you will fill out any papers sent to you such as interrogatories and requests for information or documents and to return the requested information or documents as soon as reasonably possible. You will promptly meet with Attorney when requested. You will cooperate and comply with court orders associated with this case.

**TERMINATION:** Client authorizes Attorney to withdraw effective immediately from representing Client in this matter (regardless of whether there is a deposition, hearing, mediation, arbitration and/or trial set) in the event Client breaches any provision of this Agreement or fails to promptly remit payment for all services rendered and costs incurred, fails to replenish the advance fee deposit set forth above or make the required mediation or trial deposit set forth above. In the event of withdrawal or termination, Client agrees to promptly remit payment for all fees then accrued together with unreimbursed cost, late fees, and interest, if any.

Client acknowledges that Client's file and all papers received by or generated by Attorney is the property of Attorney although Client shall receive copies of all such documents as they are received by or generated by Attorney. In the event that Client wishes a copy of their file upon termination of representation (essentially, another copy due to the above-referenced, ongoing receipt), Client agrees to pay Attorney's copy costs in making said copy at a rate of \$.20 cents per page. Client has four (4) weeks after the close of the representation to make such arrangements. In the event that no such arrangement has been made, Client agrees that the documents have been abandoned and authorizes Attorney to destroy them if Attorney chooses to do so. Attorney may send the file to storage. Client shall be responsible for the cost of retrieving the file from storage and said fee shall be \$75.00 (the cost of retrieval is in addition to any costs for copying the file at Client's request).

**DISCLAIMER:** Client understands that the law firm cannot make, and has not made, any guarantees or warranties regarding the disposition or outcome of the case.

**COSTS OF COLLECTION & VENUE:** Client shall pay reasonable attorney's fees and all costs of collecting Client's unpaid account balance. The attorney's fees shall be calculated at the same rate as that charged for services as reflected on page 2 of this Agreement. Collection costs shall be paid whether incurred by a collection agent or as a result of legal action by or on behalf of Attorney. Client agrees that the Thurston County District Court or Thurston County Superior Court shall be a proper venue for a collection lawsuit. Client agrees that Attorney shall have a lien on any and all causes of action, proceeds, and judgments for sums due the Attorney for fees, costs and disbursements.

**E-MAIL COMMUNICATION AUTHORIZATION:** Attorney has found that communications with our clients, opposing counsel and others are greatly facilitated by the use of e-mails via the Internet. Unfortunately, we cannot rule out the interception of information contained in e-mails by those misusing the resources of the Internet. Using e-mail communication therefore poses some risk. Accordingly, in order for us to utilize the Internet for e-mail communication in connection with your case, we require that each client specifically authorize us to do so. Client will provide Attorney with a reliable and secure e-mail address in order to facilitate the transfers of documents and communication. By signing this contract Client specifically approves the use of e-mail communication by Attorney and its staff in connection with their representation.

**BEST EFFORTS:** Attorney agrees to give its best efforts in representing Client, but Client understands that Attorney makes no promises or guarantees about the outcome of the case, including the outcome of any motion, hearing, or trial. Any words, statements, or advice construed as such are opinion only.

**FULL AGREEMENT:** This document is the full and entire agreement between Client and Attorney law firm.

I acknowledge that I have read the foregoing paragraphs regarding attorney's fees, costs and the need to cooperate with the law firm in respect to my case. I further acknowledge that I have discussed the issue of fees and costs with a representative of Morris-Sockle, PLLC and that I have been provided answers to any questions I had. I understand and I agree to fulfill the employment conditions as addressed in this Agreement.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Client's Name (Please Print)

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Paul Posadas                      WSBA #37598  
Katrina Otto                      WSBA #53000  
Morris-Sockle, PLLC