

# BRYON MIDDLEBROOK, P.C.

LAWYER, NEGOTIATOR & PEACEMAKER

308 NORTH AGASSIZ STREET • FLAGSTAFF, ARIZONA 86001-4605 • (928) 774-1433 • FAX (928) 774-1265

## ATTORNEY FEE CONTRACT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

—

PHONE NO: \_\_\_\_\_

DESCRIBE

CASE: \_\_\_\_\_

### **BASIC AGREEMENT:**

BRYON MIDDLEBROOK, P.C., will be paid by you a **minimum** retainer of \$\_\_\_\_\_. Other than the above described case, this amount does not include legal representation for any other proceeding, including an appeal. It is our policy to ask clients without an established payment history with BRYON MIDDLEBROOK, P.C. to provide us an advance deposit before commencing work. *A minimum of one half of the minimum retainer must be constantly maintained in my office until the case is completed (for example, if \$6,000 is the minimum retainer, \$3000 retainer must be constantly maintained thereafter.)* Except as provided herein, this advanced retainer will be held by us in a trust account until our representation is concluded. If any monthly statement is not paid before coming past due, we have the right, in our discretion to apply the amount being held in trust to Client's outstanding balance. Should that become necessary, Client will still be responsible for any remaining balance, and we will have the right to withdraw from further representation if it remains unpaid. If the minimum retainer is not replenished within ten (10) days, we reserve the right to terminate our representation.

**Separate Contract:**

Clients are engaging BRYON MIDDLEBROOK, P.C. to provide legal services in connection with a specific matter. A separate contract will be negotiated between you and BRYON MIDDLEBROOK, P.C. if you desire BRYON MIDDLEBROOK, P. C., to undertake any other representation of you.

**No Refund:**

The retainer you pay BRYON MIDDLEBROOK, P.C., is the minimum amount necessary for BRYON MIDDLEBROOK, P.C., to represent you, and a separate monthly bill will be sent for actual work performed. In other words, **you are not entitled to any refund** of the monies you pay BRYON MIDDLEBROOK, P.C., once BRYON MIDDLEBROOK, P.C., begins work on your case.

**Fees:**

We will bill for professional services in accordance with Rule 1.5 of the Rules of Professional Conduct promulgated by the Arizona Supreme Court, primarily based upon the schedule of hourly rates established by BRYON MIDDLEBROOK, P.C. for the lawyer and other members of the professional staff of BRYON MIDDLEBROOK, P.C.. The hourly rates are based on years of experience, as well as our expertise in particular areas of law. We periodically review our hourly rates and make adjustments as necessary.

I may waive my right to fees and withdraw as counsel for Clients at any time upon giving reasonable notice. Clients may terminate this agreement at any time upon giving reasonable notice. In the event this agreement is terminated by Clients, Clients agree to pay BRYON MIDDLEBROOK, P.C. my fees at the hourly rates customarily charged by BRYON MIDDLEBROOK, P.C. for all time reasonably spent by BRYON MIDDLEBROOK, P.C. on Clients' behalf before Clients' termination of this agreement, plus any costs advanced.

**\$300 Hourly Rate:**

My hourly rate is \$300.00; \$350.00 in-court-time. Paralegal's hourly rate is \$95.00. Staff's hourly rate is \$45.00. Any time worked by BRYON MIDDLEBROOK, P.C.'s law office, once the retainer is expended, will be billed at the following hourly rates:

- \$300 -- attorney rate
- \$350 -- attorney-in-court-time
- \$95 -- paralegal time

\$45 -- staff time

and/or the scheduled rate or costs set forth herein. "Emergency" or "urgent" time billings are **two times** these scheduled amounts.

Our statement for services rendered and costs incurred will be prepared and mailed during the month following the month in which services are rendered and costs advanced. We will make every effort to include our out-of-pocket disbursements in the next monthly statement. However, some disbursements are not immediately available to us and, as a result, may not appear on a statement until some time after the charges were actually incurred. All statements are due and payable upon receipt and considered past due thirty (30) days after the statement date. BRYON MIDDLEBROOK, P.C. reserves the right to decline to perform further services if any account is sixty (60) days or more past due. Subject, of course, to our ethical and professional obligations, Clients must agree that BRYON MIDDLEBROOK, P.C. may terminate its legal services and withdraw from this contract in such event.

Billings will occur at **minimum** increments of 2/10s of an hour. Exhibit A lists a schedule of minimum attorney time charged. **Because a minimum time schedule is used, your monthly bill may not reflect actual time expended.**

### **Client's Responsibilities:**

Recognizing that BRYON MIDDLEBROOK, P.C. cannot effectively represent Clients without their cooperation and assistance, Clients agree to cooperate fully with BRYON MIDDLEBROOK, P.C. and to provide promptly all information known or available to Clients relevant to BRYON MIDDLEBROOK, P.C. representation, including providing information and documents requested in a timely fashion; assisting in discovery, disclosure and trial preparation; cooperating in scheduling and related matters; responding to telephone calls and correspondence in a timely manner; and informing BRYON MIDDLEBROOK, P.C. of changes in Clients' address and telephone numbers.

### **Document retention:**

During the course of our representation of Clients, they may have occasion to provide us with documents and other materials from their files. At the end of our engagement, we will return the documents and materials to you in care of your address listed above, or retain them as you direct. If we receive no such directions from Clients, and the documents and

materials are not returned to Clients, we would like Clients' agreement that the documents may be destroyed at such time as the file itself is destroyed in accordance with our document retention policy. Currently, it is our policy to destroy files after they have been closed for five (5) years. We will deem Clients' acknowledgment of our engagement as an assent to the handling of Client's documents in this respect.

**Costs:**

In addition to our fees for service, you will remain responsible for all out-of-pocket costs that we incur on your behalf. Costs are not attorney fees. Typically such costs include court filing fees, deposition costs, subpoena fees, witness fees, lawyer's travel expenses, copying costs, computerized legal research, expert witness fees and investigator fees. We anticipate making advances to cover out-of-pocket costs incurred but reserve the right to forward to Client any larger items with the request that they pay them directly to the service providers. You will be billed by BRYON MIDDLEBROOK, P.C., for all costs. Exhibit B lists hourly rates, and some costs typically incurred and charged.

**Discharging Attorney:**

If you discharge BRYON MIDDLEBROOK, P.C. for any reason, you agree to pay BRYON MIDDLEBROOK, P.C. for the value of the services rendered and costs incurred. But you may discharge BRYON MIDDLEBROOK, P.C. at anytime, and you may be entitled to a refund from your retainer. But this will depend on the value of services rendered, and to prevent unjust enrichment.

The value of services rendered will be determined, in part, on the following factors: attorney, paralegal and staff time; costs incurred; the responsibility imposed on BRYON MIDDLEBROOK, P.C.; the novelty and difficulty of the questions involved; the skill required to perform the services properly; the acceptance of your case by BRYON MIDDLEBROOK, P.C., and BRYON MIDDLEBROOK, P.C., foregoing other matters of interest; other cases or employment BRYON MIDDLEBROOK, P.C. could have accepted but did not because of your case; the fee customarily charged for similar services; and the amount and importance of the controversy and the results obtained.

**Settlement:**

BRYON MIDDLEBROOK, P.C. will not enter into a settlement without Clients' consent.

**Binding Arbitration:**

You and BRYON MIDDLEBROOK, P.C. agree to submit any dispute you have to **binding** arbitration, pursuant to the rules of the American Arbitration Association, or the rules of the State Bar of Arizona, whichever may prove applicable. This arbitration will be final, and non-appealable. You and BRYON MIDDLEBROOK, P.C. waive any right to a jury or judge resolving any dispute between you. You may have separate counsel review this provision, before signing this contract. Your failure to obtain an independent legal review of this contract waives your right to contest this provision.

**Lawsuits Unpredictable:**

Lawsuits are unpredictable and BRYON MIDDLEBROOK, P.C., has not guaranteed any outcome in your case.

You have paid \$\_\_\_\_\_ towards the **minimum** retainer. *Failure to timely pay any sums due, will result in your attorney withdrawing from your case, even if trial or other hearings are pending.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTORNEY

**Exhibit A--Schedule of Minimum Attorney Time Charged**

Draft of any letter or correspondence	0.2 hrs minimum
Receipt and review of any letter or incoming mail	0.2 hrs minimum
Any completed telephone calls	0.2 hrs minimum
Any message calls	0.2 hrs minimum
Any court appearance	0.5 hrs minimum
Any dissolution petition package	1.8 hrs minimum
Any dissolution response	1.0 hrs minimum
Any Order to Show Cause petition package	1.5 hrs minimum
Any Property Settlement Agreement prepared	2.0 hrs minimum
Any financial affidavits prepared	0.5 hrs minimum
Any inventory of property prepared	0.5 hrs minimum
Any Child Support Worksheet prepared	0.5 hrs minimum
Any office consultation or conference	0.5 hrs minimum
Any out of office travel	0.5 hrs minimum
Any notices dispatched	0.2 hrs minimum

**Exhibit A–Cost and Expense Schedule**

Postage	\$	current 1st Class postage rate
Copies	\$	At least .25 per page, or actual costs whichever is greater.
Fax	\$	1.00 per page
Long Distance or Cellular Telephone Calls	\$	2.50 minimum*
Mileage	\$	.35 per mile*
Attorney time	\$	300.00 per hour
Attorney time	\$	350.00 per hour, in-court-time (2/10s hour minimum increment)
Paralegal Time	\$	95.00 per hour (2/10s hour minimum increment)
Clerical Staff Time	\$	45.00 per hour (2/10s hour minimum increment)
Overnight Mail	\$	20.00 minimum
Computer Research	\$	250.00 per hour* (\$75.00 minimum)
Court Filing & Services Fees		actual costs
Court Reporter Fees		actual costs
Expert witness fees		actual costs due before expert retained

\* *attorney time additional*  
Emergency/Urgent Billing

An emergency/urgent request is either 1) that you seek the attorney, paralegal or staff to meet with you after-hours(Normal hours are M–F/9–5), or on weekends; and/or 2)for any reason, or at any time, you seek services that requires same-day action, or services provided without an appointment. If this occurs, the hourly billing is (2X) **two-times** the standard billing, at a **one-hour-minimum** increment.

Minimum set-up fee

\$250.00 (To obtain office supplies, and set up file)