

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 (The "Client"): _____

ADDRESS: _____

Client must keep address and phone number updated.

CITY/STATE/ZIP: _____

PHONE NO: _____

EMAIL ADDRESS: _____

SCOPE OF REPRESENTATION:

Client agrees to retain BRYON MIDDLEBROOK, P.C. to provide legal services in connection with the following Matter:

MATTER (describe legal issue): _____

Retainer applies to the issues identified above only.

BRYON MIDDLEBROOK, P.C. will provide the legal services reasonably required to represent the Client in connection with the Matter and will keep the Client reasonably informed of the progress of the work done. BRYON MIDDLEBROOK, P.C. agrees to provide conscientious, competent, and diligent legal services and to seek to achieve a reasonable resolution of the Matter given the Client's expressed goals, expectations, and resources. BRYON MIDDLEBROOK, P.C. does not, however, promise a guaranteed result or final outcome, and there are no implied warranties in that regard.

INITIAL RETAINER:

Client's initial retainer is for the amount of \$_____.

This retainer includes a flat fee, and for fees incurred on an hourly basis. BRYON MIDDLEBROOK, P.C. has no obligation to perform any services for Client until the retainer is deposited. This retainer is for legal services for the above described Matter only. This retainer does not include legal services for trial, appellate work, or any other legal issue not

directly related to the Matter above.

Until your case is finished, a minimum retainer must be constantly maintained. Periodically BRYON MIDDLEBROOK, P.C. may request an additional retainer if Client has not timely paid-in-full their bill or if the workload is estimated to substantially increase in the near future. For example, an additional \$2500 retainer will be requested for each trial day.

FLAT FEE:

Client agrees to pay BRYON MIDDLEBROOK, P.C. a **Flat Fee** in the amount of \$_____. This fee is earned-on-receipt, will be deducted from your initial retainer, is non-refundable, and will not be deposited into the client trust account.

The Flat Fee insures payment to the attorney and staff for all initial work on your matter including but not limited to: setting up your file, organizing your records, and preparing your records for discovery. The Flat Fee does not include any costs incurred.

ATTORNEYS' FEES:

Client agrees to pay a fee to BRYON MIDDLEBROOK, P.C. based on the number of hours devoted to the Matter and the value of the services performed. The following are the standard billing rates for work performed by BRYON MIDDLEBROOK, P.C.'s personnel:

\$360.00	Sr. Attorney Rate
\$390.00	Sr. Attorney In-Court-Rate
\$240.00	Associate Attorney Rate
\$300.00	Associate Attorney In-Court-Rate
\$180.00	JD Non-Attorney Rate
\$120.00	Paralegal Rate
\$90.00	Legal Assistant Rate
\$60.00	Other Staff Rate

Work will be allocated by BRYON MIDDLEBROOK, P.C. in its sole discretion among lawyers and staff to provide Client with quality, economical, and efficient services.

Client requests for same day, weekend, or holiday services fall under the "emergency" or "urgent" billing fee schedule. All emergency or urgent time billings are (2X) **two-times** the hourly rate, or a minimum amount of **\$500**, whichever is greater.

Exhibit A is a list of hourly rates typically incurred and charged.

COSTS AND EXPENSES:

In addition to our attorneys' fees, Client is responsible for all costs and expenses incurred by BRYON MIDDLEBROOK, P.C. in connection with the Matter, including filing fees, document delivery charges, and out-of area travel expenses. BRYON MIDDLEBROOK, P.C. may require Client to advance payment before they are incurred or may arrange Client to pay them directly. Costs and Expenses are separate from the *flat fee* and *hourly attorneys' fees* and must be paid or reimbursed separately. Client will be billed by BRYON MIDDLEBROOK, P.C. for all costs and expenses incurred.

Exhibit B lists costs and expenses typically incurred and charged.

ESTIMATES:

Any estimate of fees and expenses furnished to the Client by BRYON MIDDLEBROOK, P.C. is only an estimate and not a fixed fee or agreed limit. Actual fees and expenses will depend on a number of factors. The opposing party, or others, may engage in outside our control that require an expenditure of time not originally contemplated.

STATEMENTS:

BRYON MIDDLEBROOK, P.C. bills for legal services with Rule 1.5 of the Rules of Professional Conduct in mind. The attorneys' fees are based on an hourly rate that compensates the attorney for their experience, risk, expertise, diligence, and difficulty (legal, emotional, or otherwise).

BRYON MIDDLEBROOK, P.C. will periodically send statements for fees and expenses to the Client. Each statement will contain a summary of services rendered and itemization of expenses incurred. If the Client has an amount on deposit in the trust account, the balance will be shown. Statements are payable upon receipt.

BRYON MIDDLEBROOK, P.C. bills at **minimum** increments of 2/10s of an hour. Exhibit A is a schedule of minimum time charged. Because a minimum time schedule is used, your monthly bill may not reflect actual time expended.

All statements are due and payable upon your receipt and considered past due twenty (20) days after the statement date. Any amount owed by you will incur 1.5% interest every month, or 18% per annum, until paid in full.

WITHDRAWAL AND TERMINATION:

At any time after giving reasonable notice, BRYON MIDDLEBROOK, P.C. may withdraw as Client's legal counsel. Withdrawal may occur if:

- Client fails to keep their bill timely paid;
- Client does not pay an additional retainer if the initial retainer is exhausted;
- Client fails to follow the attorney's advice;
- Client fails to effectively communicate with attorney or staff;
- Client acts unreasonably;

If a conflict of interest is discovered that prevents BRYON MIDDLEBROOK, P.C. from continuing work.

Client will be responsible for payment of all fees and expenses accrued up to the date of withdrawal.

Client may terminate this agreement at any time upon giving reasonable notice. Client will be responsible for payment of all fees and expenses accrued up to the date of termination. Payment for any amount due must be made to BRYON MIDDLEBROOK, P.C. upon its withdrawal.

Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement. We have no continuing obligation to represent you. Any legal services needed outside the scope of this agreement will result in a new attorney fee contract. If no new contract is entered, all the terms provided in this agreement will be in effect for any legal services provided beyond the scope of the representation herein.

CLIENT MUST ACT RESPONSIBLY:

BRYON MIDDLEBROOK, P.C. cannot effectively represent Client without their cooperation and assistance. Therefore, Client agrees to cooperate and to provide promptly all information known or available, whenever requested. This includes but limited to: timely providing information and documents; assisting with discovery, disclosure and trial preparation; cooperating in scheduling matters; timely responding to telephone calls and correspondence.

Client must keep BRYON MIDDLEBROOK, P.C. informed of any changes in their address, telephone numbers, email address, or other electronic means of communication. It is important that Client retains all communications to and from BRYON MIDDLEBROOK, P.C. including e-mails and attachments to those e-mails.

SETTLEMENT:

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

DOCUMENT RETENTION:

At the end of the representation, BRYON MIDDLEBROOK, P.C. will turn over the file (hard copy or electronic) to Client. If Client does not want the file, Client agrees the file may be destroyed in accordance with our document retention policy.

Unless Client informs BRYON MIDDLEBROOK, P.C. in writing, their file will be destroyed 30 days after your file is closed in our office. By entering this Contract, you agree to us destroying your file in this manner.

In addition, all documents given to our office by the client as well as incoming/outgoing correspondence, pleadings, etc...are electronically scanned. All paper-copy records will be shredded (30) days after the file has been closed. It is your responsibility to request your file when your case is closed.

FEE DISPUTES:

BRYON MIDDLEBROOK, P.C. expects Client to review the billing statement carefully, and bring to its immediate attention any concerns.

If a billing statement, attorneys' fees or costs/expenses incurred is disputed by Client, BRYON MIDDLEBROOK, P.C. will try to resolve the issue with you as quickly as possible. Client agrees that after 30 days from date a billing statement is submitted to Client, the billing statement will be presumed reasonable and accurate and that Client has no dispute with the fees or costs incurred.

BRYON MIDDLEBROOK, P.C.'s legal services' value will be determined, in part, on the following factors:

- attorney, legal assistant and staff time,
- costs incurred;
- the responsibility imposed on the attorney and staff,
- the novelty and difficulty of the questions involved;
- the skill required to perform the services properly,
- the acceptance of your case,

- BRYON MIDDLEBROOK, P.C. foregoing other matters of interest, other cases or employment we could have accepted but did not because of your case (e.g. conflict of interests created),
- the fee customarily charged for similar services,
- risk by attorney,
- the amount and importance of the controversy, and
- the results obtained.

BINDING ARBITRATION - no jury verdict, nor judge's decision:

Arbitration Of Fee Disputes: If a dispute arises between Client and BRYON MIDDLEBROOK, P.C. regarding attorneys' fees, the parties agree to resolve the dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at (602) 340-7379. The parties to this Contract agree this arbitration will be a final binding decision, and non-appealable.

No Advice Regarding This Fee Agreement: BRYON MIDDLEBROOK, P.C. is not acting as Client's counsel with respect to this Contract. If Client wishes to be advised on whether they should enter into this contract, it is recommended Client consults with independent counsel of their choice.

NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN YOUR LEGAL MATTER.

You are paying a **\$500 flat fee** and the remaining retainer used to pay hourly fees, costs and expenses incurred on your behalf.

Failure to timely pay any sums due will result in us withdrawing from your case, even if trial or other hearings are pending.

DATE

CLIENT

DATE

ATTORNEY

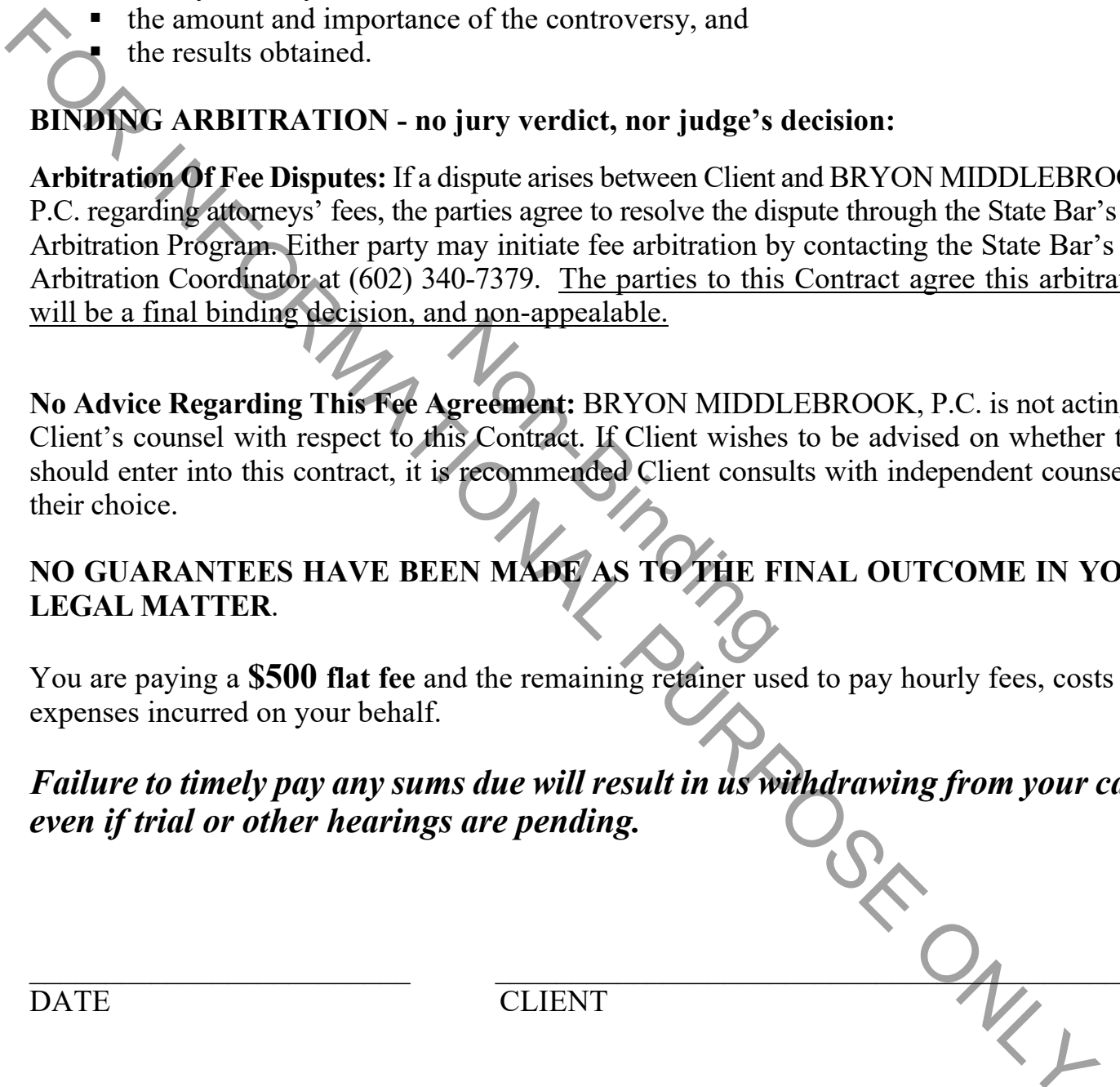


EXHIBIT A – Schedule of Minimum Attorney Time Charged

Drafting any email, letter or correspondence:	0.2 hours
Reviewing of any email, letter or correspondence:	0.2 hours
Reviewing text message, telephone call, or email:	0.2 hours
Attending any court appearance:	0.5 hours
Initial drafting complaint or petition:	1.5 hours
Initial drafting answer, response or pleading	1.0 hours
Preparing final settlement agreement, and/or pleadings	2.0 hours
Drafting or revising financial affidavits	0.5 hours
Drafting property inventory	0.5 hours
Drafting child support worksheet	0.5 hours
Any office consultation, conference or missed appointment	0.5 hours
Any out of office travel	0.5 hours

FOR INFORMATIONAL PURPOSE ONLY

EXHIBIT B – Cost and Expense Schedule

Postage, copies, fax, e-mails or text messages:	Actual costs incurred, or .25 cents per page, whichever is greater
Long/Distance or Cellular Calls:	Actual costs incurred *
Mileage:	\$.50 per mile*
Sr. Attorney time:	\$360.00/hr (.2 hour minimum)
Sr. Attorney time-in-court-time:	\$390.00/hr (.2 hour minimum)
Associate Attorney time:	\$240.00/hr (.2 hour minimum)
Associate Attorney time- in-court-time:	\$300.00/hr (.2 hour minimum)
Paralegal time:	\$120.00/hr (.2 hour minimum)
Legal Assistant Rate:	\$90.00/hr (.2 hour minimum)
Other Staff Rate:	\$60.00/hr (.2 hour minimum)
Overnight Mail:	Actual costs incurred, or .25 cents per page, whichever is greater
Computer Research:	Actual costs incurred, or \$100/hr whichever is greater
Filing & Service fees:	Actual costs
Court Reporter fees:	Actual costs – must pay in advance
Investigator fees:	Actual costs – must pay in advance
Expert witness fees:	Actual costs – due before expert retained

Emergency/Urgent Fees:

An emergency/urgent request is either:

- 1) Client seeks the attorney, paralegal or staff to meet after normal business hours (Mon-Thurs/9–5 or Fri/9-1), or on weekends or holidays;
- 2) for any reason, or at any time, Client seeks 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, or a minimum amount **\$500**, whichever is greater.