



ATTORNEY FEES: A SAMPLE LETTER TO CLIENT

(EACH LAW FIRM COMPOSES ITS OWN INDIVIDUAL LETTER PREPARED FOR ITS INDIVIDUAL CASES)

BY ROBIN OMER
BERNICK, OMER, RADNER & OVELLETTE, P.C.

Dear Client:

You have asked to retain our services to represent you in a family law matter. In order to enhance our attorney-client relationship, we offer the following information about our services, attorney fees and the attorney fee agreement you will be asked to sign.

What We Do

Our law firm is comprised of five (5) attorneys, four (4) legal assistants (sometimes referred to as legal secretaries), a paralegal or law clerk, and several other support staff. We represent clients in a variety of family law matters including, divorce, legal separation, custody, and paternity actions, as well as preparation of prenuptial and postnuptial property agreements. The services we provide are dependent upon the nature of the case and the needs of a particular client. For example, in a divorce action, in representing the Plaintiff or party initiating the proceeding, we will prepare and file with the Court the Complaint for Divorce and other pleadings. In order to intelligently discuss the terms of settlement with the opposing party and his/her attorney, we will attempt to gather information necessary to identify and value marital assets and debts. Sometimes, this can be accomplished informally with the cooperation of the other party and counsel. In many cases, formal discovery proceedings are necessary to obtain information on marital assets and debts. Discovery proceedings may include one or more of the following:

1. A Request for Production of Documents: a request for the other side, or third party, to produce specified documents;
2. Interrogatories: A series of written questions directed to the other party, which must be answered under oath. These questions typically seek information regarding assets and debts, and can be tailored to meet the needs of your case.
3. Depositions: The person being deposed is asked a series of questions which must be answered under oath in the presence of a court reported who may prepare a transcript of the deposition testimony;

4. Subpoenas: A written order, signed by an attorney in the case, or the judge, directing a party or other person to appear at a designated time and location and offer testimony or produce records specified in the Subpoena. Subpoenas are also used to compel the appearance of witnesses at a court hearing, trial or deposition.

The Use of Experts in Your Case

Quite often in family law matters it is necessary to employ the services of an expert. Experts typically include real estate appraisers, personal property appraisers, business evaluation experts, certified public accountants, and mental health professionals. The need for experts is different in every case and should be discussed with your attorney.

How Much is This Going to Cost?

In a family law matter, your attorney fee will be based upon the hourly rate of the attorney representing you. It is difficult to estimate the total amount of attorneys fees since no two cases are alike. For example, in a divorce action, when the marital estate consists of substantial assets, generally more attorney hours are required to prepare the case for settlement or trial, than a case where the marital home is the only asset. Please bear in mind that we only have control over part of the case. If the parties and their counsel are unable to communicate and resolve issue, your legal fees will be higher. Even a divorce action following a short term marriage and few assets could prove to be expensive. Remember you are the employer, your attorney is the employee. If your legal fees begin to exceed your level of comfort, speak with your attorney. He/she will be able to offer suggestions on how to gain control over the costs of the action.

Expert witness fees are more predictable. Residential real property appraisals generally cost between _____. Commercial property appraisals begin at approximately _____, and more depending upon the nature of the property being appraised. The valuation of a business or professional practice will begin at approximately _____ and up depending upon the complexity of the business being valued.



The Attorney Fee Agreement

We have provided you with our standard Attorney Fee Agreement. Please review each page carefully. This is a legal contract and you should be fully aware of your rights and obligations under the terms of the contract before signing it. The following is a brief explanation of the various provisions in our fee agreement:

1. Your Attorney. One attorney from our firm will be responsible for your case and that attorney will be identified in the Attorney Fee Agreement. Other members of our firm, including associate attorneys, legal secretaries, and paralegals or law clerks will assist your attorney.
2. What Rate Will I Be Charged? Our fee agreement identifies the attorney responsible for your case and the hourly rate at which you will be charged for his/her services. The hourly rates for associate attorneys, legal assistants and paralegals are also included in the fee agreement. The attorney responsible for your case will delegate certain services to the staff member best able to complete the task at the most cost-effective rate.
3. Administrative Expenses. You will find a charge on your monthly statement for administrative expenses based upon _____% of the amount charged for legal fees. This expense covers all long distance charges, fax charges, photocopy charges, postage and word processing fees. Fees charged by experts we employ on your behalf may be billed to you directly or paid by us and added to your invoice, at our discretion.
4. Frequency of Billings. We send our clients monthly invoices, which contain an itemized statement of services rendered costs incurred, the date and the amount charged for each service. It is your responsibility to call us if you have questions or concerns about your invoice. Although we strive for perfection, occasionally errors do occur. Sometimes a more detailed explanation of the services performed is needed to understand the billing. Do not wait until the case is completed to express your concerns. If we do not hear from you about a particular invoice, we assume you have no objection to it.
5. Payment. In most cases we require an advance payment of fees or "retainer" which is held in our trust account. Your monthly fees are paid from the money held in the trust account. When the trust account balance has been depleted, we request that you pay your monthly invoice within 30 days of receipt, or contact the attorney responsible for your case and discuss other payment options. Upon completion of our services, all unpaid legal fees and costs must be paid in full. Any unpaid balance will accrue interest charges at the rate of _____% per year.
6. Ownership of the File. You will receive copies of all correspondence, discovery materials, the mediation and/or trial brief generated by our office as well as copies of all similar documents received from the other attorney or other sources. We will not retain any of your original documents in our files any longer than necessary. In most cases, your original documents will be copied and promptly returned to you. We will provide you with additional copies of correspondence and other documents previously given to you upon reimbursement for copying charges. The files we create in the course of our attorney/client relationship are, and will remain, the property of the law firm.
7. Retention of Documents. Following the conclusion of our services on your behalf, we will retain the files in our offsite storage facility for no less than five years. Thereafter, the contents of our files will be shredded or otherwise disposed of in such a manner as to preserve your confidentiality with our further notice to you. We will however, attempt to provide you with written notice before your files are destroyed. If you wish to retain the files, please be sure to notify us of any address change.
8. Client Confidentiality. The duty of confidentiality sometimes called the "attorney-client privilege," means that we must keep confidential the information you provide to us, except to the extent we are required to disclose this information in the course of litigation. However any information we receive from you will be made available to other members of our law firm in order to carry out our services on your behalf.

If you have any questions concerning the terms of our Attorney Fee Agreement, I would be pleased to discuss them with you at our next meeting.

