

## FEE POLICY

This is the fee policy statement of M. Patton Echols, PC and explains how I bill for services even if we don't have written agreement. When this document refers to "you", "yours" and similar pronouns, those terms are referring to the Client. "I", "me" and similar refers to the Attorney.

*A lawyer's time and advice are his stock in trade.*

*– Abraham Lincoln*

It is customary to pay for professional services at the time those services are rendered. Services include consultations, such as telephone calls and meetings with you, witnesses, experts, other lawyers, or any other persons associated with your case; legal research; writing legal documents and letters; organizing and analyzing documents; trial preparation including preparing exhibits; travel time (usually billed one way only); investigation; court appearances; and any and all other necessary time spent on your legal issue. I occasionally review and revise my rate structure. I will give you a written notice before any rate change applies to a pending matter. I am sometimes asked if I accept cases on either a "flat fee" or "contingent" basis. I am willing to discuss either option with you in an appropriate case, but a separate agreement would be needed.

I bill at the rate of \$300 per hour for my time spent on your case. If paralegal support staff is used in your case, that time is billed at \$150 per hour. Time is calculated to the nearest tenth of an hour with a two tenth minimum. You should not expect me to advance out of pocket expenses such as filing fees or other major expenses. I will always try to provide billing statements at a logical time for the work in progress. For ongoing matters, that is usually every month. Those bills will show both my time and any expenses that I have actually advanced. My expectation is that you will pay those bills when due. If bills are not paid when due, I may assess a finance charge of 2 percent per month and I will not be obligated to perform further legal services until your account is current. Depending on circumstances I may withdraw from further representation.

Sometimes I will ask for payment "up front." This could be because the nature of the work required, such as court cases, matters of particular intensity or time sensitivity, where I assume liabilities on your behalf, or where I believe it is otherwise appropriate. An up front payment is known as a "retainer" deposit to my trust account. I will never charge you for work I have not done yet, the trust account remains your money until I have earned it. You always have the right to terminate my employment and ask for a refund of any trust deposit that has not been earned. If you do so, you agree to put it in writing (email or otherwise) to eliminate possible confusion. If I ask for a trust deposit, you should ask for a detailed written fee agreement if we do not have one at that time.

You should know that the law gives lawyers a lien for fees and costs against Client money held in trust, against property (including land) the client receives as a settlement, and money judgments entered in the client's favor. I will remove the lien when your bill is paid in full.

Keep in mind that legal matters involve other people. Those people can be unpredictable. Neither of us can know what any person may say or do, whether that person is the opposing party, counsel, Judge, jury or anyone else associated with your case. While I will do my best to give you conscientious and faithful service, I can't promise any particular outcome. I also cannot always predict in advance the amount of time which will be needed to complete your case. You also need to know that I am not and do not claim to be a tax specialist. If we discuss tax issues, it is not for the purpose of giving "tax advice." Instead it is for the purpose of identifying issues that should be discussed with a qualified CPA or tax attorney.

I rarely have disputes with clients over fees or billing practices. In the rare case we have a disagreement, it is usually the result of a misunderstanding or clerical error. If you feel there is a problem, I ask that you let me know so we can discuss your concerns.

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