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**WESSELS & LIEBAU** LLC

ELDER & SPECIAL NEEDS LAW

[www.wesselsliebau.com](http://www.wesselsliebau.com)

## **EXPLANATION OF FEES AND COSTS; OFFICE POLICIES**

### **FEES AND COSTS:**

1. **Flat Fees.** If we have agreed on a flat fee, that fee includes all services for the representation described in our engagement letter to you. If a partial payment is required at the beginning for our work, it is due and payable immediately.
2. **Hourly Fees.** If we have agreed to hourly fees, fees will be charged on an hourly basis at the rate of \$325-395 per hour for attorneys, \$175 per hour for paralegal services, and \$120 for legal assistant services. You will be billed in one-tenth hour (.1) increments with a minimum of two-tenths (.2 = 12 minutes) of an hour for any day on which work is performed on the file. Fees will be charged for all attorney and staff time spent on the representation, including conferences in person and by telephone, correspondence by letter or e-mail, telephone conversations, research, analysis, preparation and review of documents, court time, travel, and any other activities related to the representation. This includes time spent due to the actions of third parties related to the case. For example, if you have authorized us to communicate with your agents or family regarding this case, when they call us, that time will be billed to you.
3. **Costs and Disbursements – All Cases.** Costs will be charged in addition to hourly fees. Costs may include filing fees, court fees and costs, process service fees, fax, long distance telephone calls, parking, postage, internet research charges, mileage at the IRS rate, express delivery, and any other out-of-pocket charges.
4. **Statements and Payment.** Detailed, itemized statements in hourly cases will be sent on a regular basis. These will be sent by email unless you let us know that you want statement to be mailed to you. Bills for flat fee cases will be presented when payment is due. Payment is due on receipt, payable by check, cash or credit card. Any funds in trust will be applied to the bill. Failure to pay as agreed may provide grounds for Wessels & Liebau LLC to withdraw from further representation. For credit card payments over \$1000, we may charge a 2% processing fee. Late payments (over 60 days from billing) may be assessed a \$25 service fee per month.
5. **Hourly Fee Increases.** Hourly rates are periodically increased. We will provide you with written notice of any increase at least one billing period in advance.
6. **Fee Advance.** If you have provided a fee advance, this fee is paid in consideration of our agreement to act on your behalf, the anticipated time that will be involved, and in order to ensure the continued availability of our services. Any advanced funds shall be held in the Firm's Client Trust Account. The work that we do on this case will be applied at our hourly

rate against this advance fee until our hours on the case go over that amount. At that point or shortly before that amount is reached, we will let you know whether we will need another payment in advance. We may or may not choose to request a further advance payment at that point depending on the difficulty of the case and the amount of work remaining. If we do not require an additional advance, we will simply send you regular bills for the continuing service that you will need to pay.

**Funds held in client trust account may be applied immediately to invoices as they are sent.** Any amount that remains in this advance when this matter is closed will be either: a) applied to any other outstanding bills you have with our office, or b) refunded to you if you have no other outstanding bills with our office. If you dispute an invoiced amount to be transferred from trust, please notify us in writing as soon as possible and let us know why you dispute the amount. We will attempt to resolve any dispute with you. Disputed amounts will be returned to your trust account until the dispute is resolved.

### **FILE STORAGE AND RETENTION:**

Your case file and documents are currently retained in “cloud-based” storage on the internet. We will retain your file for 7 years after the work is completed on your matter. Files may be retained in physical or electronic format. Due to onsite storage limitations, it may be necessary to store your file offsite. If we do this, and you request us to retrieve your file, we reserve the right to charge the associated costs of retrieval. We will not charge you for the storage costs themselves. After 7 years, your file may be destroyed without further notice.

You have the option of taking your file when your matter is closed. If you would like to do this, let us know. Please be advised we do not keep a duplicate copy of the file and will not be responsible if the file is lost or destroyed when you have taken it.

### **COMMUNICATION:**

We communicate with our clients in person, by phone, email from our office web address, and mail. We do not communicate on case related matters through social media such as Facebook or Linked In, or text messaging. We may occasionally use a text message for the purpose of logistics if we are meeting you somewhere, such as the courthouse, and cannot make a call. We strive to return all communication within 2 business days.

### **FEEDBACK:**

We appreciate customer feedback. Please let us know if you have any suggestions for improved or different services.

**Thank you for your business!**

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