

Updated September 22, 2011

LAW OFFICE BILLING POLICY

Welcome to the Law Office of John Pierce, P.S. (the "Office") The following is a statement of the Office billing policy which shall be followed in relation to the legal services agreed to be performed by the Office on behalf of you, "the Client".

Billing Cycle

Invoicing is done on a bi-weekly basis based on services performed in the previous two weeks, including expenses incurred on your behalf. You will be notified of any changes in the billing arrangements and policies set forth in the statement in the accompanying engagement letter.

Flat Fee Billing (if applicable)

Many services such as contract review, document drafting, licensing and business entity document processing, and the like can be quoted at a flat fee rate or structured fee. Additionally, monthly subscription agreements can be arranged for ongoing representation and legal consulting. Any flat fee or structured fee arrangement must be agreed upon prior to commencing the work. If no such arrangement is in place, you will be billed on an hourly basis.

Hourly Billing (if applicable)

When you become a new client, your initial bill will reflect up to one hour of expended but unbilled time. In extending this discount, you are not billed for up to one-half hour of the initial consultation and up to one-half hour of the efforts expended by preparing engagement letters, opening attorney trust account(s) in your name (if applicable), and establishing a new account in the administrative and billing systems. You will be billed for all time expended on your account above the initial discount extended to you, including without limitation, time spent during the initial consultation (as discussed above), time spent traveling, and any time spent by us in relation to your matter whether. Such billable time will include, for example and without limitation, time spent: in in-person meetings or telephone consultations with you or others, engaged in research, preparing documents, developing strategy, and in consultation with other professionals, etc.

Your attorney may, at his discretion, discount for other services and time spent behalf of the client.

Expenses

Clients may incur certain expenses in addition to the time spent on the matter. These expenses will be incorporated into your bill at cost, and would include such items as commercial messenger deliveries, postage, filing fees, transcripts, copying or document management, printing costs, travel, and related expenses such as meals and lodging. The Law Office reserves the right to charge an additional 5% administrative fee for these services.

All Out-of-pocket charges will be sent directly to you for payment or, if you prefer, a separate expense retainer account can be established for you to hold funds in an escrow account for the purpose of paying these expenses.

Expert consultants and professional service providers may be contracted by the Office on your behalf, but you will be responsible for paying their costs and expenses directly to them unless the Office has a prior arrangement to bill on their behalf. These experts and consultants will bill you separately or broken out on your invoice from the Office.

Payment

Please review our invoices when you receive them, so that any questions you may have are raised in a timely fashion.

Retainer:

After the initial consultation, and identification of the issues and proposed course of action, and prior to commencing work on this case, your attorney may require that you deposit a retainer fee with the Law Office based the estimated expenses and costs for the service or for up to one month of representation on an issue. These funds will be held, pursuant to Washington Law, in a Lawyers' Trust Account (IOLTA), and you will be provided with with a monthly statement of fees, costs, and expenses. You are responsible for paying fees, costs, and expenses in excess of the funds held on your behalf. Any unused portion will be refunded to the client.

Payment Plans:

If you need to set up a payment plan for legal services, this needs to be set-up and agreed upon prior to commencing legal representation. Payment plans may be established for attorney fees only. Payment plans do not apply to out-of-pocket expenses and costs, which shall be paid for by the client in advance or immediately upon receipt of invoice for these services.

Contingency Agreements

The Law Office of John Pierce, P.S. does not offer contingency agreements.

Late Payments:

Payment is due on receipt and, except as expressly agreed to otherwise, is not contingent or depended on the outcome of the engagement, such as prevailing in a lawsuit or concluding a transaction. If an invoice remains unpaid after fourteen days, it shall accrue interest at a rate of 12% per annum (1% percent per month) on the unpaid balance from the date due. In addition, if an invoice remains unpaid after thirty days, a monthly charge of 3/10ths of one hour (at then current undiscounted usual and customary hourly rate) may be billed for the ongoing administration of the past due account related to account maintenance, postage, and ongoing collection efforts. Such amount will be added to the invoice.

Returned Checks:

For each and any check that is returned as unpayable, you will be invoiced an administrative fee of fifty dollars (\$50).

Past Due Account Administrative Fee:

For each billing cycle after which the first invoice becomes due, a twenty dollar (\$20) administrative fee may be invoiced by the Law Office to cover ongoing administrative expenses.

Right to Terminate Representation:

At all times, your attorney reserves the right to terminate work on any matter, and to withdraw from the representation on proper notice if payment in full is not received within fourteen days from the date of the invoice. If you have any special policies with respect information you want to have included in our invoices, please advise your attorney of that as soon as possible.

Cancellations/No-Show Appointments

If you are unable to keep a scheduled appointment, please call the office at least 24 hours in advance to cancel the meeting. A no-show is when a client fails to keep a scheduled appointment. A no-show appointment will be charged the greater of a minimum of one-half hour of time, or the amount of time that was blocked off for the meeting. In the event that you have a special circumstance regarding your missed appointment, please contact the Office.

Escrow (IOLTA) account

IOLTA stands for “Interest on Lawyers Trust Accounts.” In Washington state, IOLTA applies both to attorneys who routinely receive client funds to be held in trust for future use. Through the IOLTA rule, the Washington Supreme Court provides for these funds being in pooled accounts with the interest paid to the Legal Foundation of Washington. All funds held in the Lawyer Trust Account accrue interest for the benefit of the Legal Foundation of Washington.

Termination

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to our professional obligations to you under applicable rules of professional conduct. After termination, you will receive a final statement for services rendered in this matter. Unless you engage your attorney after termination of this matter, there is no continuing obligation to advise you with respect to future legal developments, such as changes in the applicable laws or regulations that could have an affect on your future rights and liabilities.

Records and Files

Following the conclusion of our representation, we will keep confidential any non-public information you have supplied to us that we retain in accordance with applicable rules of professional conduct. If possible, all documents related to the file will be scanned and the Office will store the records in a secure location for 3 years from now. The file will then be destroyed unless you request that the file be stored for a longer period of time.

Inconsistent Statements

In the event of any inconsistency between this Policy Statement and you’re written engagement letter the terms of your written engagement letter will prevail.

Client Comments

Comments about this Policy from Clients or others are always welcome. Our goal is for the manner in which we conduct business to promote an excellent attorney/client relationship. The client agrees that any forbearance offered by the Law Office regarding these terms shall not create a course of business modification to this agreement. By employing the services of this Office, the client is deemed to understand and consent to the terms of this agreement.