

# LAW OFFICE OF JOHN PIERCE

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Admitted in:  
State of Washington  
US Court, Eastern District Washington

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## LAW OFFICE BILLING POLICY

The following is a statement of the billing policy of the Law Office of John Pierce 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**

Generally, invoices will not be sent more frequently than biweekly, 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.

### **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.

### **Flat Fee Billing (if applicable)**

Certain services may be billed at flat fee or structured fee such as document review, licensing and business entity document processing, and the like. Any such flat fee or structured fee arrangement needs prior discussion and written agreement before prior to commencing the work. If no such arrangement is in place, you will be billed on an hourly basis.

### **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.

Out-of-pocket charges in excess of \$250.00 will be sent directly to you for payment or, if you prefer, we can establish a separate expense retainer that will be held in escrow account and be applied against 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.

**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, the Office reserves the right to assess the carrying charge 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.

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 your invoices, please advise your attorney of that as soon as possible.

## **Escrow (IOLTA) account**

Prior to commencing work on this case, your attorney may require that you deposit a retainer fee with the Law Office to cover initial fees and costs. These funds will be held, pursuant to Washington Law, in 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.

## **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. Unless previously terminated, our representation of you will terminate on our sending you our 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.