

Law Offices of Randy W. Young

AGREEMENT FOR LEGAL REPRESENTATION

JANUARY 1, 2009

HOURLY RATE -- \$200.00 per hour of attorney time. Time will be kept in tenth-of-hour increments, except that the minimum time shall be .2 hours (.3 for time incurred after regular business hours). A PROMPT PAYMENT CREDIT OF 25% OR MORE WILL BE GRANTED WHERE WARRANTED. This fee agreement is valid for the date set out above – it is subject to later change – please inquire as to the current schedule, if there is any question.

TERMS--Representation is undertaken with the understanding that all bills become due and payable upon receipt. A SERVICE CHARGE may be imposed on any balance not paid by the first day of the second month after billing at the rate of 1% per month. Unpaid bills over three months old may be referred to a collection agency or otherwise pursued. Interest is due before and after Judgment. Rates and information contained herein are subject to change upon 30 days notice on matters already undertaken under any prior agreement, unless specifically contracted not to change during a specific period – many matters can take years to resolve, and are beyond our control.

PREPAYMENT OF FEE -- A PREPAYMENT is usually required for new clients, for all criminal matters, for clients with outstanding balances over one month old, and for new matters that will require substantial amounts of time once a commitment is made for representation. Requests for additional prepayment may be made during the course of a representation, if it appears that new or unexpected work will have to be undertaken beyond that initially discussed. In most situations, the prepayment charged is the minimum charge for that representation, unless otherwise agreed. No refunds will be made – the prepayment is earned, even if the problem is solved with only a very minimal amount of work, or the client changes the scope of work after the initial payment, since once an agreement is made, or an appearance entered at court, or a letter sent, further obligations may be incurred or benefits received, and it usually is not possible to simply do nothing more at that time – follow up may be necessary, or the client may have received the benefit as contracted (merely contacting a potential defendant by the attorney, may achieve the desired result, without further effort). However, additional prepayments may be requested, if additional work substantially exceeds the amount of time originally forecasted.

Generally, the minimum prepayment will be set to cover the estimated amount of work to be completed in the first thirty (30) days of representation, based on the hourly rate, with a discount applied for immediate payment. Only a minimal charge will be made for an initial consultation of a brief nature to determine the need for legal services, unless the interview does, in fact, result in a substantial time commitment, or in retaining the attorney for additional representation. Some matters, especially criminal cases, or where the outcome is doubtful, may require the full fee before representation is undertaken, in which case it becomes the flat fee for that work, regardless of the time frame it might take to complete, the result obtained, or the amount of work involved – whenever a flat fee is accepted in advance, part of that fee includes a discount for early and prompt payment. This office generally does not require a “retainer” in the sense used by some other firms – we do not ask for a deposit to a trust account, which is then drawn out as work is completed at the end of each billing cycle.

STANDARD FEES -- The following standard fees are charged for the indicated service. If the work becomes unusual because of a particular situation or unusual time demands, then the hourly rate will be used instead of this fee:

DEED & CLOSING AFFIDAVIT = Preparation of deed is \$60.00*, with up to \$250.00* more for an office conference, obtaining proper legal descriptions or name spellings, preparing special deeds or recitations, meeting to sign documents, obtaining execution information, recording information, etc. Recording the deed requires preparation of three-page disclosure form and several signatures, and now includes mortgage and homestead exemption filing information – the usual fee to prepare the form and record all documents at the Assessor’s office, the Auditor’s office, and the Recorder’s office is \$240.00, including the filing fees, and returning recorded copies to the client. CLOSING FEE WHEN CONDUCTED BY THIS OFFICE = \$400.00* (usually split between buyer and seller) (this office will file the 1099 tax reports and prepare closing documents, pay bills, etc., as part of this flat charge).

SIMPLE WILL (5 to 7 pages) = \$250.00*; husband / wife combination for identical documents = \$300.00*. WILL WITH MINOR TRUST (12-16 pages) = \$450.00*; husband / wife combination for identical documents = \$500.00*. Simple update of a will previously prepared by this office, and still on the computer: Simple Will = \$150.00 each; husband / wife combination for identical documents = \$200.00*. **A prepayment credit of \$50.00 to \$200.00 will be given when payment is made at the first conference, or a smaller credit when paid at signing or before the bill is mailed.**

GENERAL POWER OF ATTORNEY = \$150.00* (Includes Medical Directives and Living Will); \$200.00* for Husband and Wife combination for identical documents. Living Will only is \$100.00 each, \$150 for husband / wife combination for identical documents -- includes time for execution of documents in our offices – we will provide the necessary witnesses and notary, and a prepayment credit will also apply for immediate payment at the first interview.

* - AN EXTRA CHARGE OF \$100.00 TO \$200.00 WILL BE CHARGED IF THE ATTORNEY AND WITNESSES / NOTARY ARE REQUIRED TO MEET OUTSIDE OF HIS OFFICES FOR EXECUTION OF THESE DOCUMENTS. THE FEE FOR A WILL INTERVIEW IS BASED ON .5 HOURS TO 1.0 HOURS FOR THE INITIAL INTERVIEW – IF ADDITIONAL TIME IS SPENT ON OTHER MATTERS, OR IN ESTATE PLANNING, THE HOURLY FEE WILL APPLY. We will provide the disinterested witnesses and notary that is needed for proper execution, since the witness and notary names are typed into the instrument, in advance of the time of execution, and are usually not available at most venues, unless we provide them through this office. Four original documents will be provided of the Power of Attorney/Living will, with one original being retained in the attorney's file for emergency follow-up. The original will is usually stored at the attorney's office, with one copy of each provided for the clients, so as to maximize the security of the document needed only once at probate.

SUPERVISED ESTATES AND OTHER STATUTORY MATTERS = Fees are set by the Court or agency involved. Supervised Estate fees are currently \$500.00 plus 6% of the first \$100,000.00 of gross assets, 4% of the next \$100,000.00, etc., with an additional charge for non-probate matters handled, or reported on the tax returns. Most Estates are handled as UNSUPERVISED ESTATES if all heirs agree. They will be charged on an hourly basis, with a prepayment due of approximately 40% of total estimated time to be incurred, which amount usually covers the first few days of work in opening the estate, and sending the appropriate notices and inquiries. Normally, the total fee ends up being about half the fee of a Supervised Estate. 25% credit allowed for prepaid flat fees above 40%.

CONTINGENT FEE -- 1/3 of amounts recovered -- if agreed to by Attorney. You pay only if recovery is made. Expenses are client's to pay as incurred. If client stops representation before final collection, attorney is entitled to double hourly fee for all time incurred, payable at time of discharge. All filing fees and out-of-pocket costs are the responsibility of the client, and should be paid as incurred. Any cost advanced by the attorney, will be immediately billed and paid by the client, unless otherwise specifically agreed.

Current filing fees as of 7-1-2008, (other costs may be assessed for multiple defendants, etc.) are estimated to be:

Dissolution of Marriage:	\$156.00	Civil Lawsuits =	\$136.00
Probate, Estate, Guardianship	\$156.00	Small Claims =	\$76.00

Note: Service by private process, alias summons, pro supps, and other follow-up work often require additional filing fee payments. Significant copying, postage, and long distance phone calls may also incur additional charges for the client. Copying charges, including sorting and pulling relevant documents, are billed at \$1.00 per page. Fax charge to send or receive is \$1.00 per page handling charge. Mileage for out-of-town travel is billed at \$.50 per mile each direction, in addition to the attorney time incurred. Requests for medical information and expert opinions are very expensive, with the third party charging \$300.00 and up for a doctor's letter, and \$1.00 per page for medical record copies, and much more for testimony at trial or for depositions. Transcriber costs for depositions usually run at least \$150.00 per hour for the transcriber, plus attorney time and witness, doctor, or professional fee. All of these costs must be paid by the client as they are incurred.

AGREEMENT--I have reviewed the above fee schedule, and have had all of my questions about it answered as may be required by my particular case. I agree to pay all bills incurred under this agreement as they become due, subject to the following understandings: _____

_____.

Attorney is being retained for the following services, and no others, at this time: _____

_____.

I agree to pay any extra collection costs incurred by the attorney and his office, including additional attorney fees and collection costs, if I fail to pay the bill when due.

CLIENT

CLIENT

DATE: _____

APPROVED BY ATTORNEY: _____

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