



**LEGAL SERVICES AGREEMENT AND CONTRACT**

**LEGAL REPRESENTATION:** The undersigned, \_\_\_\_\_ (hereinafter “Client”) employs Morris Sockle Law, (hereinafter “Attorney”) to provide the legal services necessary to resolve Client’s current family law issues.

**RELATIONSHIP:** This Agreement shall describe the rights and responsibilities between Attorney and Client. Client authorizes Attorney to engage in legal representation that they believe to be reasonably necessary and proper. Representation may include activities such as giving verbal or written advice, talking or writing to other people and attorneys, preparing and filing court papers, making efforts to settle the case, and any other action Attorney feels is proper and reasonably warranted. The Attorney will make reasonable efforts to communicate to the Client any and all decisions made and the progress of the case. Client agrees to promptly notify Attorney in writing of any changes regarding Client’s address, phone number, employment, and circumstances during the course of the representation. Client must promptly complete and return all papers, such as interrogatories, information sheets, requests for documents, declarations, and other evidence and materials related to the case.

**LEGAL FEES:** It is nearly impossible to predict the exact total for legal fees and costs that will be incurred in litigation. Each case is unique and must be dealt with on an individual basis. You will be billed legal fees which include attorney fees, support staff fees, and litigation costs/expenses, as they occur monthly.

Legal Fees are the law firm’s charges for time and labor provided by attorney and/or non-attorney support staff. The specific hourly rate for each attorney and non-attorney is detailed by a fee schedule, as of the date of the execution of this agreement. (See Attachment A.) Hourly rate fees are subject to change, as determined necessary by this firm. Notice of changes to legal fees will be provided to Client in a timely manner. It is understood that the time for which Client will be charged includes, but is not limited to, time expended for strategic planning, conferences, telephone calls, correspondence, e-mail messages, legal research, document preparation and filing, travel, hearings, mediation, and trial. Client agrees to pay all “fees” and costs which are associated with this matter.

**COSTS:** The second category of expense is called "Litigation Costs." Costs refer to the charges you incur which relate to your case in addition to legal fees. Costs are added to your bill in addition to the legal fees. Costs usually include court filing fees, service of legal papers on the opposing party, document printing and copying, facsimiles, and transportation costs (if outside the County). Some cases necessitate the hiring of expert consultants such as: guardians ad litem, mediators, psychologists, appraisers, or accountants. The fees charged by these experts are litigation costs. These expenses are either added to your bill or you are billed directly by the providing expert. Client agrees to pay all reasonable and necessary “costs” which are associated with this matter.

**ADVANCED FEE DEPOSIT AND ADDITIONAL PAYMENTS:** Client agrees to pay to Morris Sockle Law, an advance fee deposit of Three Thousand Five Hundred (\$3,500.00) Dollars, or an alternative amount determined by Attorney as necessary based on the scope of representation and complexities of the case. Payment shall be made by cash, check, or credit card. The funds will be deposited and held in a client fund trust account. This sum shall be applied to fees and costs as accrued throughout this case. [Note: It is not anticipated that the Advance Fee Deposit will be adequate to cover fees for the entirety of the case.] This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, until Client pays the agreed advance fee deposit. This amount may be increased at the discretion of Attorney.

**The Deposit Balance held in Trust must be replenished by the Client each month to the extent draws have been made against Trust Deposit each month for payment of legal fees and costs.** You must maintain a minimum balance of \$3,500 in your account. If the balance falls below this amount, you must make a payment to restore it to at least \$3,500. Client agrees to replenish the Deposit held in Trust upon notice that funds have been withdrawn. Attorney is entitled to terminate their services effective immediately and withdraw from representation if the Client account is delinquent or if funds are not available in trust to pay the fees and costs needed for additional work required on the case. If an unpaid balance shall occur, that unpaid balance will accrue a finance charge of one (1%) percent each month. Client agrees to timely pay all other litigation cost and expenses as they are incurred and are billed directly to the Client by the provider.

Client understands that charges for attorney fees and cost may, and likely will, exceed the initial Advance Fee Deposit, particularly if the proceedings are contested. Client acknowledges that Attorney has not given any estimate of the total fees and cost that will be incurred in this case as each case is unique.

**SPECIAL PROCEEDINGS REQUIRING ADDITIONAL FUNDS:** Certain proceedings may arise during the prosecution of Client's case that require an inordinate amount of preparation. Such preparation and the associated fees are the basis for requiring payment of funds in addition to those otherwise referenced within this agreement.

**Settlement Conference or Mediation:** Client must make an additional deposit of a minimum of Three Thousand Five Hundred Dollars (\$3,500.00) forty-five (45) days before a mediation and/or settlement conference date, to be applied toward the fees for preparing for, and participating in, mediation and/or settlement conference.

**Informal Trial or Arbitration:** Client must make an additional deposit of a minimum of Seven Thousand Five Hundred Dollars (\$7,500.00) seventy-five (75) days before an Informal Trial or Arbitration date to be applied toward the fees for preparing for and participating in informal trial or Arbitration.

**Trial:** Client must make an additional deposit of a minimum of Ten Thousand Dollars (\$10,000.00) ninety (90) days before the assigned trial date to be applied toward the fees for preparing for and participating in trial.

These additional deposits are not to be construed in any way as flat fees for going to mediation, arbitration, or trial; nor can Attorney provide Client with an estimate regarding how much mediation, arbitration, or trial will ultimately cost as each case is different. Furthermore, these additional deposits shall not affect the Client's responsibility to continue to replenish the initial advance fee deposit balance each month.

At reasonable intervals (generally, on a monthly basis), Client will receive a billing statement documenting all accrued fees and costs then owing. Statements may be delivered by any reasonable means to Client or to any of Client's last known addresses. If emailed, statements are deemed received on the next business day; if mailed, shall be deemed received three (3) days after the date sent, excluding Saturdays, Sundays and postal holidays.

Client is advised to review their statement/bills upon receipt and is urged to ask questions regarding the bill if they have any concerns. If Client does not object to statement by a signed writing delivered to Attorney within five (5) days of statement receipt, Client then waives all further rights to dispute the charges, and Client's trust funds will be transferred into Attorney's General Account at that time. Charges documented by time-slips, receipts, or other evidence shall be presumed correct.

Client agrees that Attorney shall have the right to cease legal work and to keep all funds received for legal services and costs up to the amount owed, in the event the Client does not pay their bill or fails to make additional deposits as required by this contract or requested by Attorney, and a one percent (1%) per month compounding interest will be charged on any unpaid balance. There shall be a \$50.00 penalty/charge for each NSF check written to Attorney by or on behalf of Client.

Attorney's fees and costs are Client's responsibility. In the event that Client's spouse or any other person agrees, or is ordered by the court, to contribute to the attorney's fees and costs incurred in this case, such fees, if received, will be credited to Client's account or reimbursed. Client must keep in mind that regardless of whether the court orders a spouse or another to contribute to the attorney's fees and costs incurred, Client's account is only credited with such funds when and if they are received, and that the primary responsibility for payment is Client's. All funds remaining in trust at the conclusion of the case work, and after final billing and payments are completed, will be refunded to Client in a timely manner.

**AUTOMATIC TRANSFER OF TRUST FUNDS:** The Client acknowledges and agrees that, in the event of the closure of any of their trust accounts or cases, any remaining trust funds in the closed account shall be automatically transferred to any other trust account or case maintained by the Client with the Attorney that has an outstanding balance. The Client further agrees that such transfers shall be made without the need for additional authorization or consent, and that the Attorney shall provide notice of the transfer to the Client within a reasonable time. The Client acknowledges that this provision is intended to facilitate the efficient management of trust funds and the settlement of outstanding balances.

Client and Attorney have discussed the legal representation, attorney fees and costs at Client's first meeting. Any additional questions will be answered in a timely manner. Client should immediately ask questions and/or voice concerns that exist pertaining to the Legal Services Agreement, and any billing issues, as needed.

**CLIENT COOPERATION:** Client fully understands that Client's cooperation in this case is essential and agrees to accurately present the facts to the Attorney, and to promptly inform the law firm of any changes in address or telephone number. If you experience a change to employment, are informed of a potential relocation, receive criminal charges or any other material circumstances which may be related to, or influence, your case the Client agrees to inform the law firm immediately.

Client further agrees to complete all papers sent to Client during representation, such as financial documents, answers to interrogatories, and other requests for information or documents, and to return the requested information or documents as soon as reasonably possible. Client will promptly meet with Attorney when requested. Client will cooperate and comply with court orders associated with this case.

**USE OF EVIDENCE AND RIGHT TO WITHDRAW:** The Client agrees to provide the Attorney with all evidence relevant to the case and authorizes the Attorney to use such evidence to further the Client's position. If the Client refuses to provide or allow the use of any evidence deemed necessary by the Attorney or otherwise attempts to undermine the Attorney's strategy or argument, the Attorney reserves the right to withdraw from representation effective immediately. The Client acknowledges that such withdrawal may have adverse effects on the case and agrees to hold the Attorney harmless for any consequences arising from the withdrawal.

**TERMINATION:** Client authorizes Attorney to withdraw effective immediately from representing Client in this matter (regardless case status and of whether there is a deposition, hearing, mediation, arbitration and/or trial set). In the event Client breaches any provision of this Agreement or fails to promptly remit payment for all services rendered and costs incurred, fail to replenish the advance fee deposit set forth above and/or make the required Special Proceedings (mediation, arbitration, or trial) deposits as set forth above. In the event of withdrawal or termination, Client agrees to promptly remit payment for all fees then accrued together with unreimbursed cost, late fees, and interest, if any.

**ATTORNEY FILES AND RECORDS:** Client acknowledges that Client's file and all papers received by or generated by Attorney are the property of Attorney; although Client shall receive copies of all such documents as they are received by or generated by Attorney. In the event that Client wishes a copy of their file upon termination of representation (essentially, another copy due to the above-referenced, ongoing receipt), Client agrees to pay Attorney's copy costs in making said copy at a rate of \$.25 cents per page. Client has four (4) weeks after the close of the representation to make such arrangements. In the event that Client-owned original documents are contained within Attorney's file, Client must make arrangements for the return of such documents after the close of representation. If no such arrangement has been made, Client agrees that the documents have been abandoned and authorizes Attorney to destroy them if Attorney chooses to do so. Attorney may choose to archive the file. Client shall be responsible for the cost of retrieving the file from storage and said fee shall be \$100.00 (the cost of retrieval is in addition to any costs for copying the file at Client's request), due and payable before retrieval of documents. Client will also incur mailing/shipping fees if mailing or shipping of materials is requested.

**DISCLAIMER:** Client understands that the law firm cannot make, and has not made, any guarantees or warranties regarding the disposition or outcome of the case.

**COSTS OF COLLECTION & VENUE:** Client shall pay reasonable attorney's fees and all costs of collecting Client's unpaid account balance. The attorney's fees shall be calculated at the same rate as Attorney's billing rate at the time the collection work occurs. Collection costs shall be paid whether incurred by a collection agent or as a result of legal action by or on behalf of Attorney. Client agrees that the Thurston County District Court or Thurston County Superior Court shall be a proper venue for a collection lawsuit. Client agrees that Attorney shall have a lien on any and all causes of action, proceeds, and judgments for sums due the Attorney for fees, costs and disbursements.

**E-MAIL COMMUNICATION AUTHORIZATION:** Attorney has found that communications with our clients, opposing counsel and others are greatly facilitated by the use of electronic platforms such as e-mails, text messaging, and video conferencing. Unfortunately, we cannot rule out the interception of information contained in e-mails or other electronic means, by those misusing the resources of the Internet. Using electronic communication, therefore, poses some risk. Accordingly, in order for us to utilize the Internet for electronic communication in connection with your case, we require that each client specifically authorize us to do so. Client will provide Attorney with a reliable and secure e-mail address in order to facilitate the transfers of documents and communication. By signing this contract Client specifically approves the use of e-mail, text messaging, and video conferencing and other forms of electronic communication by Attorney and its staff in connection with their representation.

\_\_\_\_\_ I approve the use of electronic communication by Morris Sockle Law and its attorneys and staff in connection with their representation of me in the following:

I authorize emails sent to me at: \_\_\_\_\_.

I authorize to texts sent to me at: \_\_\_\_\_.

**BEST EFFORTS:** Attorney agrees to give their best efforts in representing Client, but Client understands that Attorney makes no promises or guarantees about the outcome of the case, including the outcome of any motion, hearing, settlement effort, arbitration or trial. Any words, statements, or advice construed as such are opinion only.

**FULL AGREEMENT:** This document is the full and entire agreement between Client and Attorney law firm.

I acknowledge that I have read the foregoing paragraphs regarding attorney's fees, costs and the need to cooperate with the law firm in respect to my case. I further acknowledge that I have discussed the issue of fees and costs with a representative of Morris Sockle Law and that I have been provided answers to any questions I had. I understand and I agree to fulfill the representation conditions as addressed in this Agreement.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Morris Sockle Law  
Frank Morris, WSBA # 7508  
L. Jeanne Sockle, WSBA # 34110  
Benjamin Sockle, WSBA # 63581

**DRAFT**

**Attachment A – Attorney and Support Staff Fees as of the date of this Agreement:**

Title	Hourly Rate
Attorney	\$350
Paralegals	\$200

The goal of law firm is to have skilled professionals provide the legal services necessary to achieve the best result possible in your case. At the same time, we are mindful of the costs involved and strive to minimize expenses for clients. Morris Sockle Law employs the use of our non-attorney staff to help manage workload and the expense of each case. Your monthly statements will give you a detailed accounting of what work is being done by our team members on your behalf.

The fee schedule above is accurate as of the date of entering into this agreement; however, fees may change under the terms of this agreement, while we are working on your case.

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