

# INFORMATION ONLY

February 28, 2012

(*Client*)  
address  
city state zip

Re: Estate Planning for (*Client*)  
LAW OFFICES OF JULIA P. WALD Fee Agreement

Dear Client:

This letter will outline the basis upon which we will provide legal services to you with respect to your estate plan and the manner in which the firm will bill. I am writing this letter to you because California law generally requires a written fee agreement between attorneys and clients and because it is desirable for us to have a clear understanding of our respective obligations. We also want to disclose to you that the firm carries Errors and Omissions Coverage Insurance applicable to the services to be rendered.

A. Services.

**You have engaged this firm to provide legal and estate tax advice with respect to your estate plan and in light of this advice to prepare the following estate planning documents:**

1. Trust Agreement;
2. "pour-over" Will;
3. Certificate of Trust;
4. General Assignment;
5. Durable Power of Attorney for Finances;
6. Advanced Health Care Directive;
7. Deed or Deeds to transfer your real property to the Trust;
8. Instructions on how to transfer assets to the Trust.

We will also prepare a letter explaining certain important provisions of the documents listed above. While we will provide you with instructions on how to transfer your assets to the trust, we will assist you with the funding of your trust only if you ask us to do so.

I will have overall responsibility for all the work performed for you, but other attorneys and legal assistants may work on your case if I determine that doing so will achieve your objectives in a cost effective manner.

B. Fees.

With respect to the charges for legal services, many factors are taken into account before a billing is rendered. The principal factor in the determination of the charges is the schedule of hourly rates. Most statements for services are the product of hours worked multiplied by the hourly rates then in effect for the attorneys and staff performing the services.

Our firm's practice is to bill in minimum units of one-tenths/hour, (6 minutes) for any task. Tasks which take significantly less than 6 minutes are not billed. Types of tasks that are billed include drafting, legal research, conferences with you, and travel time. Telephone conference time of attorneys and legal assistants, as well as intraoffice conference time among attorneys and legal assistants are charged at the attorneys' and legal assistants' respective hourly rates.

The hourly rates for attorneys and legal assistants is based upon years of experience, specialization, and level of professional attainment. The hourly rates range from \$400 to \$250 for attorneys. My current hourly rate is \$400. The hourly rates for our legal assistant's time is \$135 to \$100. Your statements will indicate the basis of the fee, that is, the number of hours billed and the hourly rate. This schedule is reviewed periodically and is adjusted from time to time to reflect changes in the costs of doing business.

C. Fee Estimate.

On the basis of the information I now have concerning your assets and intentions, I estimate that the attorneys' fees for our services will be approximately \$ 2500-\$3000\_\_\_\_\_. We cannot estimate the cost to you with exactitude. The actual cost may be 15% more or less. Note that the fee estimate does not include fees for work done to transfer your assets to the trustee of the revocable trust (other than the deeds) or other services rendered after the documents listed above have been executed. Also, the fees may be higher than this estimate if many lengthy conferences are required, if you decide to make substantial changes to your estate plan after the documents are drafted, D if additional documents are prepared, or if the extent of services performed in connection with the transfer of assets to the trust or completion of beneficiary designation forms are significantly greater than expected. Furthermore, there may be additional charges for costs and expenses as explained below.

#### D. Costs and Expenses.

In the discharge of our responsibilities, it may be necessary to incur costs and expenses. Our fees are set to include normal, routine expenses arising in the preparation of your documents; for example we do **not** charge for word processing, local phone calls, **notary fees**, or photocopying of one set of documents for the firm and one for you. If this office incurs expenses that are beyond those covered by the hourly fee, these expenses will be shown on your bill and charged to you. Examples of such non-routine expenses include long distance telephone calls, extensive photocopying (\$0.20 per page), mileage at \$0.50 per mile, consultants' fees and other similar items. In addition, some work we perform may involve out-of-pocket charges, for example, filing fees, recording fees, messenger and other delivery fees, parking and taxi fares. These, too, if they are incurred, will be itemized on your bill and charged to you.

#### E. Billing.

Our billing cycle ends on the last day of each month. Our statements generally will be prepared and mailed shortly thereafter for services which have been performed during the previous billing cycle.

Billing statements are due and payable upon receipt and it is important to us that you pay as promptly as possible.

#### F. Retainer

We ask that you pay a \$1,000 retainer which will be applied against the work performed. Any unused portion of any retainer amount you pay will be returned to you. Please enclose the retainer in the envelope with the signed copy of this letter.

We make every effort to prepare an estate plan which meets your expectations and needs and which is legally sound. Nevertheless, occasionally, there is a legal challenge to estate planning documents. If members of our firm are required to testify as a witness or provide documents regarding the creation, interpretation or validity of your estate planning documents prepared by our firm, you agree that any potential action, contest, or litigation seeking the interpretation of your estate planning documents is included within this fee agreement. If any requests are made to the Law Offices of Julia P. Wald to produce copies of our files, billing records, computer records, or any other documents and/or employees of the Law Offices of Julia P. Wald are called to testify at deposition or trial, you will be billed at the current hourly rate for all time spent by our firm on the case or matter. You will be obligated to pay for all costs and attorneys' fees in connection with our responding to such requests. The provisions of this paragraph are binding on your successors-in-interest, including but not limited to conservators, executors and successor trustees.

**If the foregoing outline of our engagement and the manner of**

**discharging our billings meets with your approval, please sign the copy of this letter and return it to me in the enclosed self-addressed, stamped envelope. By your signature you agree that this letter constitutes a satisfactory fee arrangement.**

Any dispute between you and the Law Offices of Julia P. Wald, relating in any manner to our representation of you or services rendered to you or on your behalf, including disputes about our fees and costs, which cannot be resolved between us, shall be referred to binding arbitration. Any attorney fees and costs we incur in collection of our fees from you will be paid by you if we are found to be owed money by you. By signing this Fee Letter, you agree to this provision and waive any right you may have to a trial by jury or to a judge trial, as well as any rights to an appeal and to formal discovery, which are rights to which parties to a lawsuit filed in court are entitled. We suggest you seek the advice of an independent attorney of your choosing concerning this provision of this Fee Letter. We do not expect that any dispute will arise, but we include this paragraph as our standard procedure. We look forward to a wholly amicable relationship.

If at any time you have any questions about our work for you or the fees charged to you, do not hesitate to let me know. I look forward to working with you.

Very truly yours,

LAW OFFICES OF JULIA P. WALD

By: \_\_\_\_\_  
*Attorney*

Enclosure

W:\Wald, Julia\Ltr engagement SINGLE NEWSLETTER.wpd

## ACKNOWLEDGMENT

I have read the foregoing letter and understand its contents. I accept the terms of the engagement outlined above.

I consent to having the firm of LAW OFFICES OF JULIA P. WALD represent me on the terms and conditions set forth.

ACCEPTED AND APPROVED on \_\_\_\_\_, 20\_\_.

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*(Client)*