

FORREST COLLINS, P.C.

DIVORCE MEDIATOR AND COLLABORATIVE ATTORNEY
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LIMITED SERVICES FEE AGREEMENT

This is an agreement between _____, hereinafter “Client,” and Forrest Collins, P.C., hereinafter “Consulting Attorney” or “Attorney.” Attorney agrees to represent Client in limited capacity as a “Consulting Attorney” regarding _____.

1. Role of Consulting Attorney. The role of the consulting attorney is to review documents, generally advise Client and to prepare court documents as may be requested by Client.

2. Limitations of Representation. Consulting Attorney will not perform certain services or responsibilities that would ordinarily be undertaken if Consulting Attorney were representing Client in the proceeding as a “Representing Attorney.” Absent further written agreement of the parties, Consulting Attorney will not:

2.1 Determine the assets and obligations of Client’s marriage, their character, and their value.

2.2 Determine an appropriate division of the assets and obligations of Client’s marriage.

2.3 Litigate on Client’s behalf. Litigation usually involves formal discovery requiring Client’s spouse to fully disclose information concerning assets, obligations, income, and other matters under penalty of perjury.

2.4 Obtain a domestic relations order dividing Client’s pension assets.

3. Relationship Between Client and Consulting Attorney. If at any time Client determines that Client wishes to have an attorney to serve in a capacity different from that of a Consulting Attorney—for example, to represent Client in conjunction with court proceedings, formal discovery, and the like—Client will notify Consulting Attorney. Consulting Attorney will either 1) help Client find a different attorney to serve in this capacity or 2) sign a different fee agreement with Client specifically providing for full representation services.

4. Billing. You agree to pay \$295 per hour for work performed by Consulting Attorney. You agree Consulting Attorney may contract out work on your case as it sees fit. Work that is contracted out will be billed at Contract Attorney’s above-stated rate. Work performed by legal assistants or paralegals will be billed at \$185 per hour.

4.1 The Consulting Attorney has taken time creating agreements, pleadings, and other documents. The value of these cannot be measured merely by the time it may take to adapt them to your case. For this reason and others, you agree to pay for services at not less than certain minimum rates. Consulting Attorney charges a minimum judgment drafting fee of 2 hours plus the actual time spent customizing it for your case (the typical judgment takes between 2.5 and 4.5 hours total). The documents that accompany the judgment are billed at a flat rate of 2 hours' time at the above-stated rate. Any additional motion that may be necessary in your particular case is billed at .5 hours. Travel time will be billed at the above-stated rate should travel be required.

Moreover, unless otherwise reflected on the statement, there is a minimum charge of .1 (one-tenth of an hour) for all services provided and all actions taken on your case.

4.3 You agree to place a credit card on file with the firm for payment of all fees related to your case. **You understand The Firm has not accepted your case and will not act as your attorney until you have signed this Agreement and placed the credit card on file.**

4.4 Consulting Attorney will send out bills on a monthly basis. Bills are sent via Clio, an online case-management program. You authorize Consulting Attorney to process payment by charging your credit card on the third business day after the bill is sent to you. A bill is considered received on the same day it is sent. For example, if a bill is sent on Monday, the card will be charged on Thursday. You have the right to question or contest any item of the bill. Any adjustment to the bill will be made on the same statement as long as the question or contest is brought to the Consulting Attorney's attention before payment is processed. If an adjustment needs to be made to the bill after payment is processed, you agree that the adjustment will be made during the next billing cycle.

4.5 You have the right to question or contest any item of the bill. Any adjustment to the bill will be made on the same statement as long as the question or contest is brought to Consulting Attorney's attention before the credit card is charged. If an adjustment needs to be made to the bill after your card is charged, the adjustment will be made during the next billing cycle.

4.4 Fees in legal disputes are entirely unpredictable. Consulting Attorney makes no representation as to overall total costs. Any statement of predicted fees is an estimate only and should not be relied on by the Client.

4.5 If Consulting Attorney takes collection or court action to collect fees and/or expenses under this agreement, the prevailing party in any such action, and on any appeal therefrom, is entitled to attorney fees and costs incurred.

5. Civil Immunity for Consulting Attorney. Client hereby waives any right to prosecute a claim of professional negligence against Consulting Attorney for any service not specifically set forth in paragraph 1 above. Client grants to Consulting Attorney complete immunity

from civil liability arising from all aspects of the case not specifically undertaken by Consulting Attorney. Client acknowledges that many attorneys will not offer limited-scope representation due to the fear of malpractice claims by clients who later find or believe that the limited-scope representation was not sufficient to properly protect the client. Client acknowledges that retaining an attorney for limited-scope representation is Client's consumer choice based on Client's desires to lower fees and maintain client control and belief that Client can competently handle all issues and tasks not specifically undertaken by Consulting Attorney. Client agrees to bear the full risk of any damage caused to Client due to Client handling the matter without specifically requested legal services from Consulting Attorney. Such waiver of malpractice claims does not extend to those services that Consulting Attorney undertakes to render on behalf of Client as instructed by Client. Consulting Attorney represents he carries professional liability insurance as required by the Oregon State Bar.

6. Legal and Accounting Advice.

6.1 Client has had the opportunity to obtain such legal advice from independent counsel as Client deems necessary before signing this agreement. Client acknowledges that Client did not sign this agreement during the first meeting with Consulting Attorney.

6.2 Consulting Attorney is not an accountant or tax expert and cannot offer tax advice. You acknowledge there is often significant tax consequences associated with domestic relations cases and you will obtain such accounting or other tax advice as you deem necessary.

CLIENT HAS READ THIS AGREEMENT, HAS RECEIVED A COPY OF IT, AND AGREES TO THE TERMS AND CONDITIONS AS STATED. THERE ARE NO VERBAL AGREEMENTS BETWEEN CLIENT AND CONSULTING ATTORNEY MODIFYING OR EXPANDING THE TERMS OF THIS AGREEMENT.

Consulting Attorney

Client

Date: _____

Date: _____

Payment Information

Credit or Debit Card

Name on card: _____

Billing address: _____

City, state, zip: _____

Card number: _____

Expiration: _____ CVV: _____

Signature: _____

Printed name: _____