



# BURTON LAW

LLC

## EXPLANATION OF FEES AND COSTS; OFFICE POLICIES

### FEES AND COSTS:

- 1. Flat Fees.** If we have agreed on a flat fee, that fee includes all services for the representation described in our Flat Fee Engagement Agreement with you. If a partial payment is required at the beginning for our work, it is due and payable immediately. For estate planning matters handled on a flat fee basis,  $\frac{1}{2}$  of the total flat fee is due at the initial consultation after you sign the engagement agreement, and the remaining  $\frac{1}{2}$  of the flat fee is due on the date you sign your final estate planning documents. Flat fees, upon payment become property of Burton Law LLC (hereafter referred to as the "Firm") and are placed in the Firm's business account and not a trust account.
- 2. Hourly Fees.** If we have agreed to hourly fees, fees will be charged on an hourly basis at the rate of \$300 for Medicaid planning or \$250 for all other matters. You will be billed in one-tenth hour (.1) increments with a minimum of one-tenths (.1 = 6 minutes) of an hour for any day on which work is performed on the file. Fees will be charged for all attorney time spent on the representation, including conferences in person and by telephone, correspondence by letter or e-mail, telephone conversations, research, analysis, preparation and review of documents, court time, travel, and any other activities related to the representation. This includes time spent due to the actions of third parties related to the case. For example, if you have authorized us to communicate with your agents or family regarding this case, when they call us, that time will be billed to you.
- 3. Costs and Disbursements – All Cases.** Costs will be charged in addition to hourly fees. Costs may include filing fees, court fees and costs, process service fees, fax at \$1 per page, long distance telephone calls, parking, postage, internet research charges, mileage at the IRS rate, express delivery, and any other out-of-pocket charges.
- 4. Statements and Payment.** Detailed, itemized statements in hourly cases will be sent on a regular basis. Bills for flat fee cases will be presented when payment is due. Payment is due on receipt, payable by check, cash or credit card. Failure to pay as agreed may provide grounds for our Firm to withdraw from further representation. Checks are the preferred payment method because they incur no processing fees for our office. If you prefer you may pay by card via Paypal. A processing fee of 3% will be added to your invoice to cover the Paypal processing fees of (\$0.30+2.9%). Payments (over 30 days from billing) may be assessed a \$25 late fee per month.
- 5. Hourly Fee Increases.** Hourly rates are periodically increased. You will be provided with written notice of any increase at least 14 days in advance.
- 6. Fee Advance.** If you have provided a fee advance for a matter handled on an hourly billing basis by our Firm, this fee is paid as an advanced fee for legal services from the law Firm. Advanced fees **will not** be

placed in a trust account. Advanced fees will be placed in the Firm's business account and the advanced fee sum will serve as advanced payment for X number of hours of legal services provided. The exact amount of hours will be noted in the Engagement Agreement you sign with the Firm. After the Firm has provided the amount of legal hours agreed upon in the Engagement Agreement, the Firm will provide you with a written accounting of those hours in the form of a billing statement or invoice.

#### **FILE STORAGE AND RETENTION:**

Your case file and documents are currently retained in "cloud-based" storage on the internet. We will retain your file for 10 years after the work is completed on your matter. Files may be retained in physical or electronic format. Due to onsite storage limitations, it may be necessary to store your file offsite. If we do this, and you request us to retrieve your file, we reserve the right to charge the associated costs of retrieval. We will not charge you for the storage costs themselves. After 10 years, your file may be destroyed without further notice.

You have the option of taking your file when your matter is closed. If you would like to do this, let us know. Please be advised we do not keep a duplicate copy of the file and will not be responsible if the file is lost or destroyed when you have taken it.

#### **COMMUNICATION:**

We communicate with our clients in person, by phone, email from our office web address, and mail. We do not communicate on case related matters through social media such as Facebook or LinkedIn, or text messaging unless you specifically request orally or in writing to use one of these alternative communication methods. We may occasionally use a text message for the purpose of logistics if we are meeting you somewhere, such as the courthouse, and cannot make a call. We strive to return all communication within 2 business days. The best way to reach us quickly is by email. If you would like to set up a time to discuss your matter by phone, please submit your request via email or phone at least 3 business days in advance in order to allow us to prepare for the phone conference and give your matter the time and careful attention it deserves. Thank you for your cooperation with these policies as we strive to provide the best service possible to all of our clients.

#### **FEEDBACK:**

We appreciate customer feedback. Please let us know if you have any suggestions for improved or different services. For updates and education from our office on various legal topics related to estate planning, real estate, business law, tax and Medicaid planning, please visit our blog and subscribe to our email list to automatically get notified every time our office publishes a new blog post. [www.theburtonlawoffice.com/subscribe](http://www.theburtonlawoffice.com/subscribe)

**Thank you for your business!**