

LAW OFFICE BILLING POLICY

Welcome to the Law Office of John Pierce, P.S. (the "Office") The following is a statement of the Office billing policy which shall be followed in relation to the legal services agreed to be performed by the Office on behalf of you, "the Client". This Policy applies to all work requested by, or performed by the Office on behalf of a client, except for anything that may be superseded by another fee agreement or contingency agreement.

Billing Cycle

Invoicing is done on either a project basis, or a cumulative basis based on services performed and expenses incurred on your behalf at the discretion of the Office during the previous billing period as stated on the invoice. If other arrangements are made, you will be notified of any changes in the billing arrangements and policies set forth in the statement in a Letter of Engagement. If there are conflicting terms between a fee agreement or contingency agreement and this billing policy, the terms of the fee agreement or contingency agreement shall prevail.

Flat Fee Billing (if applicable)

Many services such as contract review, document drafting, licensing and business entity document processing, and the like can be quoted at a flat fee rate or structured fee. The flat fee shall be paid in cash and in advance of said services. Upon lawyer's receipt of all or any portion of the flat fee, the funds are the property of lawyer and will not be placed in a trust account. This fee shall cover 1/2 hour of initial consultation and the specific services agreed upon between the client and attorney.

Any additional work will be billed at the attorney's prevailing rates, and the client, or if the work is performed on behalf of an entity, the client jointly and severally with the entity, shall be liable for any additional incurred charges.

If no flat fee agreement is in place, you will be billed on an hourly basis.

Hourly Billing (if applicable)

When you become a new client, your initial bill will reflect up to one-half of an hour of expended but unbilled time. In extending this discount, you are not billed for up to one-half hour of the initial consultation which may include efforts expended by preparing engagement letters, opening attorney trust account(s) in your name (if applicable), and establishing a new account in the administrative and billing systems.

You will be billed for all time expended on your account above the initial discount extended to you, including without limitation, time spent during the initial consultation (as discussed above), time spent traveling, and any time spent by us in relation to your matter whether. Such billable time will include, for example and without limitation, time spent: in in-person meetings or telephone consultations with you or others, engaged in research, preparing documents, developing strategy, and in consultation with other professionals, etc.

Your attorney may, at his sole discretion, discount for other services and time spent behalf of the client.

Minimum Billing

Hourly billing is billed in 6 minute intervals, or tenths of an hour. Any time over each six minute interval will be billed to next highest tenth of an hour.

All incoming and outgoing emails and calls will incur a minimum billing of 1/10th of an hour. At the attorney's sole discretion, multiple emails or calls may be grouped together in order to lower the cost to the client.

Contingency Agreements

The Law Office of John Pierce, P.S. may, at its sole discretion, consider contingency agreements for actions where attorney fees may be recouped and paid for by the opposing party.

If a judgment for attorney's fees is awarded to the Client in this matter, the Client agrees that, in the event of recovery, such expenses as herein above referred to, not already paid, shall be paid by client(s) from his/her/their share of the recovered proceeds. If the client does not prevail, or if judgment for attorney fees is not awarded in the matter, the client shall still be liable for payment of all accrued fees and costs, and grants the attorney the right to lien any future judgment for payment of the unpaid fees.

Any actual contingency agreement will be for a percentage of any award beyond that of attorney fees and costs.

Expenses

Clients may incur certain expenses in addition to the time spent on the matter. These expenses will be incorporated into your bill at cost, and would include such items as commercial messenger deliveries, postage, filing fees, transcripts, copying or document management, printing costs, travel, and related expenses such as meals and lodging. The Law Office reserves the right to charge an additional 5% administrative fee for these services.

All Out-of-pocket charges will be sent directly to you for payment or, if you prefer, a separate expense retainer account can be established for you to hold funds in an escrow account for the purpose of paying these expenses.

Expert consultants and professional service providers may be contracted by the Office on your behalf, but you will be responsible for paying their costs and expenses directly to them unless the Office has a prior arrangement to bill on their behalf. These experts and consultants will bill you separately or broken out on your invoice from the Office.

Payments

Please review your invoices when you receive them. With all due respect, the Law Office is not a bank nor a lending institution. Client's payments for services are expected to be made per the terms of this agreement.

Retainer:

After the initial consultation, and identification of the issues and proposed course of action, and prior to commencing work on this case, your attorney may require that you deposit a retainer fee with the Law Office based the estimated expenses and costs for the service or for up to one month of representation on an issue.

If payments are to be applied on an "as-accrued" basis, the funds will be held, pursuant to Washington Law, in a Lawyers' Trust Account (IOLTA), and you will be provided with with a monthly statement of fees, costs, and expenses. You are responsible for paying fees, costs, and expenses in excess of the funds held on your behalf. Any unused portion will be refunded to the

client.

Payment Plans:

If you need to set up a payment plan for legal services, this needs to be set-up and agreed upon **prior** to commencing legal representation. Payment plans will only be considered for attorney fees and time. Payment plans do not apply to out-of-pocket expenses and costs, which shall be paid for by the client in advance or immediately upon receipt of invoice for these services.

Late Payments:

Payment is due on receipt and, unless otherwise agreed in writing. Payment IS NOT contingent on the outcome of the engagement, such as prevailing in a lawsuit or concluding a transaction.

Past Due Late Charge:

Client shall pay a late charge (the "Late Charge") of 5% of the amount then due if any payment in whole or in part due under this Policy is not received by the Law Office within fourteen (14) days after its due date. The late payment charge shall be payable to Law Office on demand, or if demand is not made, then on the due date of the next payment under this Agreement. A similar late charge may be imposed for each successive 30-day period during which all or any portion of such payment remains delinquent.

Any delinquent balance shall accrue a compounded annual interest at a rate of 12% on the unpaid balance from the date due. For each billing cycle, or 30 day period, whichever is shorter, a late payment fee of 5% of the outstanding balance will be added to the balance due, all of which all accrue a compounded annual interest at a rate of 12% on the unpaid balance.

Returned Checks:

For each and any check that is returned as unpayable, non-sufficient funds, or any other reason, you will be invoiced an administrative fee of fifty dollars (\$50).

Right to Terminate Representation:

Upon the return of two or more returned checks, the Attorney may immediately cease all further representation in the matter.

At all times, your attorney reserves the right to terminate work on any matter, and to withdraw from the representation on proper notice if payment in full is not received within fourteen days from the date of the invoice. Termination of Representation does not affect the liability of the Client to pay for all time and costs accrued to the date of withdrawal.

Costs of Collection of Unpaid Accounts:

A minimum collection fee of five hundred dollars (\$500) shall be assessed to any account that remains noncollectable after notice in writing sent to the client's address on file. If collection costs exceed this amount, the client shall be responsible for all actual costs associated with the collection of unpaid accounts, returned checks, and unreimbursed expenses including service fees, court fees, attorney fees, travel, and any other related expense.

Promissory Notes

The Law Office may, at its sole discretion, allow for an unpaid balance to be converted into a promissory note. Any notice will continue to accrue interest, but would allow for partial payments to be made over time.

Cancellations/No-Show Appointments

If you are unable to keep a scheduled appointment, please call the office at least 24 hours in advance to cancel the meeting. A no-show is when a client fails to keep a scheduled appointment. A no-show appointment will be charged the greater of a minimum of one-half hour of time, or the amount of time that was blocked off for the meeting. In the event that you have a special circumstance regarding your missed appointment, please contact the Office.

Escrow (IOLTA) account

IOLTA stands for “Interest on Lawyers Trust Accounts.” In Washington state, IOLTA applies both to attorneys who routinely receive client funds to be held in trust for future use. Through the IOLTA rule, the Washington Supreme Court provides for these funds being in pooled accounts with the interest paid to the Legal Foundation of Washington. All funds held in the Lawyer Trust Account accrue interest for the benefit of the Legal Foundation of Washington.

Termination

Either of us may terminate the engagement at any time for any reason by written notice, subject on the attorney's professional obligations pursuant to applicable rules of professional conduct. After termination, you will receive a final statement for services rendered in this matter. Unless you engage your attorney after termination of this matter, there is no continuing obligation to advise you with respect to future legal developments, such as changes in the applicable laws or regulations that could have an affect on your future rights and liabilities.

Records and Files

Following the conclusion of your representation, I will keep confidential any non-public information you have supplied to in accordance with applicable rules of professional conduct. If possible, all documents related to the file will be scanned and the Office will store the records in a secure location for 3 years from now. The file will then be destroyed unless you request that the file be stored for a longer period of time.

Inconsistent Statements

In the event of any inconsistency between this Policy Statement and you're written engagement letter the terms of your written engagement letter will prevail.

Client Comments

Comments about this Policy from Clients or others are always welcome. My goal for the manner in which I conduct business is to promote an excellent attorney/client relationship. The client agrees that any forbearance offered by the Law Office regarding these terms shall not create a course of business modification to this agreement. By employing the services of this Office, the client is deemed to understand and consent to the terms of this agreement.