

MARIANNE E. RUDEBUSCH
ATTORNEY AT LAW

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Dear Potential Client:

Thank you for selecting my office to represent you. This letter is our Fee Agreement which sets forth the financial arrangements under which I will handle your case. I ask you to read this letter carefully and return it to my office after you sign your name and place a date at the end of the letter. This agreement shall become effective upon our receiving a signed copy of this letter and the retainer fee, and I agree to represent you in your matter under the terms hereof.

1. RETAINER

We will commence work on your behalf upon receipt of a retainer in the amount of \$_____. You will be responsible for all filing fees and out-of-pocket expenses. Your retainer will be deposited in our trust (escrow) account and will be billed against periodically, approximately monthly, at the hourly rates of the firm as set forth below. The initial retainer is not intended to represent the total fees and costs anticipated in your case. The costs associated with resolving any case vary depending upon the circumstances, the complexity of the issues and the approach advanced by the opposing party and his or her counsel. In most cases, the initial retainer advanced by a client does not cover all of the counsel fees and out-of-pocket costs necessary during the life of the case. The retainer functions as a deposit against which our time charged and costs are applied and you will be expected to promptly pay all invoices submitted to you so that the escrow account retains a constant balance of \$250.00. **At the conclusion of the case, the balance in escrow will be refunded to you at the end of the monthly billing cycle.**

In the event that the case escalates to a point where we believe a further escrow deposit is appropriate, we will discuss that with you and expect you to increase the escrow amount by that additional amount. It is unlikely that we will require you to maintain an escrow balance of greater than \$250.00. This office participates in the IOLTA (Interest on Lawyers Trust Accounts) program enacted by the state legislature. Under that program, the interest on escrow funds is used to fund legal services to the needy. It is understood and agreed that all escrow funds may be placed in interest-bearing accounts and that the interest shall inure to the benefit of the IOLTA Fund. We would be happy to provide more information about the IOLTA legislation upon request.

2. HOURLY RATE

During the course of my representation of you, you will be charged \$_____ per hour for the time that I spend on your legal matter and \$_____ per hour for out of office time, such as hearings.

Legal services are charged on the basis of attorney time. This time is charged for in-person conferences, telephone conferences, attendance at hearings, meetings or conferences, research and preparation time, preparation of legal documents and letters, and any and all other services rendered on your behalf by the attorney at the hourly rate stated above. I bill time in units of one-tenth (0.1) of an hour. The minimum billing unit for any work done is 0.2 hour (12 minutes). I generally do not charge for reasonable secretarial service or clerical time. The hourly rate charged for the services of a paralegal/legal assistant is \$_____.

In the event that your file remains active for more than one year, I reserve the right to notify you of increases in the billing rates, and you hereby agree to pay the increased hourly rate.

3. COSTS

The hourly attorney's fee does not include any out-of-pocket costs which must be paid. Out-of-pocket expenses and legal costs, faxes, calls, deposition expenses, travel expenses, court filing fees, court costs, accounting and appraisal fees, sheriff fees, and the fees and expenses of expert witnesses and/or consultants in order to assist you in the preparation, possible trial, or proper handling of your case. I charge for mileage at .45 cents a mile, regular postage, and for copies at .10 cents a page. I shall have the authority to advance such out-of-pocket costs on your behalf in such amounts as I determine are prudent in representing you in your legal matter.

While the law of Pennsylvania does permit the court to award counsel fees, costs and expenses in divorce cases, there is no guarantee that the court will require your spouse or ex-spouse to contribute to your costs and fees. If appropriate, we will raise a claim on your behalf seeking to compel your spouse to contribute towards your fees and costs. Any award to you under such a claim will be credited to your account. You, however, will remain fully responsible to us for all fees and costs incurred on your behalf. Moreover, any court award of fees or costs does not set or limit our fee in any way nor your liability to us for fees and costs actually incurred on your behalf.

You are responsible for all fees, costs and expenses. You will receive an itemized statement on a regular basis. Any amount due is to be paid within thirty (30) days of the statement date. A late payment charge of one (1%) percent, per month, which is an annual percentage rate of twelve (12%) percent, will be added to all unpaid balances over thirty (30) days. The minimum late payment charge for unpaid balances over thirty (30) days will be One (\$1.00) Dollar. Failure to keep your account current could lead to withdrawal of my representation.

In the event that I am required to institute any legal action for collection of fees, expenses, or costs due to us for our services, I also will have the right to receive reasonable attorney's fees and costs in bringing such action against you. If any balance is due on your bill at the end of your case, you may be requested to sign a judgment note, with interest, to insure the balance of the fee. This policy may also be applied to any bills accruing and unpaid, as we go along. I also reserve the right to discontinue my representation of you if all bills are not paid in conformity with this agreement.

If you find that you are having difficulty keeping your account current, you should discuss the matter directly with my office manager, Kathy. My office accepts Visa and Mastercard.

4. OFFICE PROCEDURES

While the rendering of legal services and payment of fees form the basis of our relationship, I understand that legal matters often involve periods of personal transition which generate many questions about the future.

I believe that good communication is a key to a productive attorney-client relationship. My office will send you copies of relevant papers coming in to and going out of the offices, including correspondence, pleadings and other court documents. Please send me copies of any documents you receive relating to your case. If I am not available to you when you telephone, I will attempt to return your call within a reasonable amount of time.

5. ARBITRATION

You agree that any disputes between us regarding any matter, including but not limited to fees, charges, and/or the nature and quality of legal services, which are not capable of being resolved between us may be determined by a judge or a jury, or may be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgement on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. It is in my discretion as to which forum is utilized.

6. TERMINATION OF REPRESENTATION

In the event that you desire to dismiss our firm and retain other counsel to represent you, or in the event we withdraw from representation as a result of your non-compliance with this fee agreement, or other reason, it is understood that the terms of this fee agreement as they pertain to the fees, costs and expenses for services rendered up to and including the date of dismissal or withdrawal, shall remain in full force and effect. You will remain fully responsible for all fees and costs incurred prior to the actual dismissal or withdrawal. **Any balance remaining in your escrow account not necessary to cover such fees and costs shall be refunded to you upon such dismissal or withdrawal at the end of the monthly billing cycle.**

Please sign, date and return the last page of this letter indicating that you have read it and signifying your understanding and approval of the terms and conditions set forth therein. If you have any questions or need an explanation of any of the terms contained in this agreement, please do not hesitate to contact us before signing and returning. **We specifically reserve the right to terminate our attorney-client relationship and to withdraw from any representation on your behalf if you do not comply with the terms of this fee agreement.**

Thank you for your confidence in retaining us. We look forward to working with you and hope that the end result is satisfactory to you.

Very truly yours,

Marianne E. Rudebusch

MER/kaf

I have read the foregoing letter and I understand and agree to its terms.

Date

In an effort to communicate more efficiently, our office can be reached via e-mail. If you chose this mode of communication, you must be aware of the following:

- a. Privacy/confidentiality may be compromised because of the nature of e-mail communication.
- b. In an emergency, you must call us to notify us that you sent us an e-mail.
- c. You will NOT receive a hard copy of any e-mail we send you.

Please indicate your agreement to these terms by signing below.

Date

(email address): _____