

JOHNSTON, ROOT & LEIBENGUTH, P.C.

DOMESTIC RELATIONS RETAINER AGREEMENT

The undersigned Client has retained Johnston, Root & Leibenguth, P.C. (Firm) to represent Client in connection with the following matter: \_\_\_\_\_, and to perform legal services in connection with this representation. Legal services include consultation, client communication, advice, negotiations and litigation where appropriate or when authorized by Client.

1. **Payment of Attorney Fees.** Firm will charge, and Client will pay, a fee for legal services performed based on time spent by Firm, work required because of the position taken by the other party or that party's attorney, any unusual legal problems or complex family or property situations, use of expertise and efficiency. Firm's basic hourly charge is \$295 for Mr. Johnston and for Ms. Root, \$250 for Mr. Leibenguth, \$150 for contract attorneys, and \$120 for other legal assistants and clerks. The Firm's basic hourly rates are adjusted by the Firm from time to time. The hourly rates of this agreement may be increased after sixty (60) days advance written notice to the Client. We may charge an additional fee for emergency services or use of expertise. Firm will try to minimize the overall charges and increase efficiency by delegating work tasks where appropriate and available. Client is personally responsible for payment of all fees, even if the court requires the other party to pay all or part of the attorney fees and court costs. All legal work performed by Firm for Client subsequent to the date of this agreement, whether or not it is strictly related to Client's domestic law problems, is subject to this agreement at prevailing attorney fee rates. However, this agreement is not a commitment to handle other legal work. An appeal or a new trial or hearing is considered a new legal matter requiring a new retainer agreement and retainer payment.

2. **No Estimates.** It is impossible to determine in advance the amount of time that will be needed to complete Client's case because the work required to be done frequently depends on matters beyond our control. The total fees charged will be determined by the amount of time spent by our lawyers and professional staff. Any discussion regarding a range of fees, costs or distributions that are typically expected in similar cases is not a quote, bid or estimate of the actual attorney fees and costs that shall be incurred in Client's particular case. No estimate of the total final cost has been made or will be made.

**Initial:** \_\_\_\_\_

3. **Costs.** Client shall pay all out-of-pocket costs, including court costs, process service, filing fees, depositions, faxes (\$1.00/page), photocopying (\$.15/page), long distance telephone calls, excessive postage, witness fees, mileage (at the rate authorized by law for business miles), and other necessary court and office costs. Firm is not obligated to advance any out-of-pocket costs. If so advanced, Client agrees to pay all costs within 15 days of the billing date.

4. **Billings.** Firm will bill Client monthly for legal services performed. Immediately upon billing, Firm may apply any sums held in trust to the bill. Any unpaid balance remaining shall be paid in full within 15 days unless other arrangements are

expressly made and agreed upon between Firm and Client. Client agrees to make specific objections to a bill, including amount, type, scope and reasonableness of services, to the Firm in writing within 15 days of the billing date. Any bill not objected to within 15 days is deemed final and, in reliance thereon, Firm may continue to render services. Firm at any time may require advance payment of funds for specific costs and legal services reasonably anticipated to be incurred in the future. In the event Firm requests such payment, Client will promptly comply. At no time thereafter will Firm be obligated to perform legal services until the requested advance payment is made. All such advances shall be held in trust by Firm. Statutory interest rates shall be charged on all past due balances. Returned checks are subject to a \$25 returned check charge.

5. **Initial Retainer.** Client hereby agrees to pay Firm an initial retainer payment of \$\_\_\_\_\_. The retainer is paid to Firm to secure Firm's availability in the above legal matter and is an advance against future fees and charges. The retainer will be deposited into lawyer's trust account

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and drawn against as work is completed and billed. Firm will bill monthly for legal services rendered. Amounts billed in excess of Client's retainer will be due on or before the 20th of the following month. Any unearned portion of the retainer will be returned to Client at the end of Client's case, even though the retainer may have been deposited by a third party. Client understands that Firm has not accepted Client's case and will not act as Client's lawyer until both Firm and Client have signed this agreement and Client has paid the initial retainer.

**Initial:** \_\_\_\_\_

6. **Minimum Monthly Balance.** Our office policy requires you to maintain a minimum monthly balance in our lawyer trust account. If the balance in the trust account falls below \$\_\_\_\_\_, we expect that you will immediately deposit additional funds required by Firm to pay our bill and bring the trust account balance to the minimum requirement of \$\_\_\_\_\_. If your case is tried as a contested matter or appealed, we require you to pay your bill current and deposit \$\_\_\_\_\_ additional funds into our lawyer trust account, no later than \_\_\_\_\_ days before the trial date or date for oral argument on the appeal.

**Initial:** \_\_\_\_\_

7. **Client Cooperation.** Client at all times will cooperate with Firm so that Firm may provide legal services as efficiently and quickly as possible. Client at all times must provide Firm with accurate and complete information; promptly respond to Firm's inquiries; keep Firm informed of changes in Client's address, telephone number, and personal and financial affairs; and Client and Client's witnesses shall be available for telephone and office conferences with Firm, and further available for depositions and court hearings. Should Client not wish to follow Firm's advice, Firm has the right in its sole discretion to withdraw as Client's attorney.

8. **Termination and Remedies.** Either party may terminate this agreement upon reasonable notice to the other party, and upon full payment to Firm of all fees and costs incurred to date. In the event Client fails to make any payment as required by this Agreement, Firm, without any further notice, may cease all work on the matter. In the event Client fails to comply with any provision of this agreement, including the making of any payment required, Client expressly authorizes Firm in advance, at Firm's sole election and upon written notice to Client at Client's last known address, to cease performing legal services for Client (including filing of legal documents with the court and appearing at further court appearances), to report "not ready" at any court appearance, and to withdraw as Client's attorney of record. Client understands that these actions could result in a default or dismissal or non-prosecution of Client's litigation. If Firm does not require strict performance of any provision or part of any provision of this agreement for any reason, said action shall not limit or waive Firm's right to enforce said provision or other provisions at a later time.

In the event that Firm takes any action of any sort to enforce any provision of, any right set forth in, or any right arising from this agreement, Firm shall be entitled to recover all costs and disbursements, reasonable attorney fees (including in house services performed for itself), and all reasonable collection commissions, both at trial and on appeal. Collection fees, commissions and attorney fees may be recovered regardless of whether litigation is actually commenced, or whether they are necessarily recoverable in the legal proceeding initiated by the aggrieved party. If necessary, said reasonable collection fees, commissions, and attorney fees may be recovered in a separate legal proceeding, in which case the provisions of this paragraph shall also apply to said separate proceeding. The term "any action of any sort" includes, but is not necessarily limited to, the filing of a claim for relief; delivering and negotiating a demand for performance; or proceeding by garnishment, execution, or otherwise to collect or enforce this agreement or any security document pertaining thereto. Client hereby grants attorneys a lien against any sums held for Client in attorneys' trust account, against any money or property (including land) received by Client or money judgments entered in Client's favor in this or any other legal

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proceeding. The lien will be removed only when Client's bill is paid in full. Client specifically authorizes attorneys to receive any said funds or property and to pay to itself all fees and costs from said funds and property before releasing the balance to Client.

Upon the timely request of either party, any dispute relating to this agreement or arising from the lawyer-Client relationship of the parties shall be submitted for binding arbitration to the Oregon State Bar, pursuant to the Fee Arbitration Program.\* This agreement, if submitted by either party to the Oregon State Bar, shall constitute an irrevocable request to the State Bar for binding arbitration. Upon termination, Firm will provide copies of documents and letters not previously provided. Notes and file copies remain property of the Firm, but Client may have a photocopy at Client's expense.

Client has read this Agreement, has received a copy of it, and agrees to all terms and conditions as stated. There are no verbal agreements between Client, Lawyer or Firm modifying, amending or expanding the terms of this Agreement.

**JOHNSTON, ROOT & LEIBENGUTH, P.C.**

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Lawyer Date

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Client Date

\* Client should note this provision. Ask for explanation if not understood.

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