

**JAMES E. BOREN**

AYLORNEY AT LAW  
830 MAIN STREET

BATON ROUGE, LOUISIANA 70802

<Date>

(225) 387-5786

FAX (225) 336-4667

<Client>

## **HOURLY WITH MINIMUM RETAINER**

Re:

Dear:

I enjoyed meeting with you and am pleased that you have retained this firm to represent you. This letter will confirm the terms and conditions of our agreement. I agree to represent you in

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After carefully considering the nature of your case and the impact accepting it will have on my practice, I have required payment of a \$\_\_\_\_\_ fee. This minimum retainer fee is due regardless of the length of time the dispute takes to settle by plea or trial or dismissal. It is paid in exchange for me accepting the representation of you and for rendering advice on a plan of action. Upon payment, the fee belongs to me, it will be deposited into my account and it will not be held in trust for you. I would not accept this case for a lesser fee.

I will be the lawyer responsible for and working on your case. My billing rate is \$300 per hour. I have an in house paralegal and a law clerk who will work on your case. In house paralegal time is billed at the rate of \$60 per hour. Law clerk time is billed at the rate of \$25 per hour. I will credit hourly rates against the fee of \$\_\_\_\_\_. While several people in this office will work on your case, I assure you that it will not result in our billing for duplicative work.

A client has the right to discharge his lawyer at any time with or without cause. The client always has the right to counsel of his choice. In the event you decide to discharge me your agree that I am entitled to compensation at the rate of \$300 per hour for the actual work done and time and expenses incurred. Many clients have detailed questions about their fees. Attached is a copy of the Rules of Professional Conduct 1.5, that deals with attorney fees.

While I share space in the building with a number of other lawyers, I have no associates or partners and I am not associated with the other lawyers in this building. I am the only lawyer who will work on your case unless you are advised and give your consent to another lawyer's involvement.

You will receive a statement each month showing the time and expenses on your case. Your bill will show the amount of retainer paid and then will list the amount of time my staff and I have spent, plus any expenses, and show you a balance of the minimum retainer fee. If the case concludes and a positive balance remains you will owe no additional fees, and you will not receive a refund. This bill simply is to keep you posted so you can be forewarned of additional fees which may be required.

If my hours exceed the minimum retainer fee of \$\_\_\_\_\_. I may require an additional amount of money be paid into my escrow account, this time to be billed against. Any excess, of this additional retainer will be refunded to you. Our billing is under a system called "billable units", standard in the business. Hours are divided into quarters, each being a billable unit. Therefore, the minimum time billed for any action on your case is 1/4 hour.

Minor expenses such as in-house routine copies, faxes, occasional long distance calls, supplies and regular postage will be absorbed by our firm. You will however, be responsible for our out-of-pocket expenses and charges for an investigator, outside paralegal, expert, travel expense, outside copying costs, online computer research, recording or filing fees, court costs, witness fees and other extraordinary expenses if such expenses are incurred.

We shall keep you well informed as to the progress of your case. Upon your request, I shall send you copies of papers coming in and going out of our office, including correspondence, pleadings, and other court documents. If no one is available when you call, your call shall be returned promptly. You are requested to contact the paralegal handling your case every other week, so you can be kept abreast of what is happening. The file and its progress is open to your inspection at any reasonable time.

I will exercise my best professional judgment and efforts to help you obtain your goals and objectives in this matter. While we cannot and do not guarantee the outcome, every effort will be made to handle your case promptly and efficiently according to the highest legal and ethical standards.

If you have any questions regarding this contract call me at (225) 387-5786. If you understand and agree, sign below. Please return the original to me in the provided stamped self addressed envelope and keep the enclosed copy for your file.

I appreciate your confidence in retaining me to undertake this matter.

Yours very truly,

James E. Boren

Enclosure:     Copy of letter  
                  Copy of Rule 1.5  
                  Self Addressed/Stamped Envelope

Agreed: \_\_\_\_\_

Date: \_\_\_\_\_