

Law Office of Kathryn M. Wayne-Spindler, P.C.

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Milford Office

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Kathryn M. Wayne-Spindler
Keri Burnstein
Jeffrey Worosz

ATTORNEY-CLIENT HOURLY FEE AGREEMENT

This document is the written fee contract that sets out the terms of the Attorney-Client Fee Agreement between _____ ("Client") and THE LAW OFFICE OF KATHRYN M. WAYNE-SPINDLER AND ASSOCIATES, P.C., ("Attorneys"). More than one attorney will be assigned to your file. This Contract is binding and the Client should read it carefully before signing it.

1. **Conditions.** This Agreement will not take effect, and we will have no obligation to provide legal services to you, until this agreement is signed by both parties and all initial deposits are paid under clause 3.
2. **Scope of Services.** You are hiring us to provide legal services in connection with: _____.

3. We will provide legal services reasonably required to represent you and will take reasonable steps to keep you informed of progress and to respond to your inquiries. You, the Client will be truthful with me, cooperate with me, keep me informed of developments, and all contact with you regarding this case, abide by this contract and keep me advised of your address, telephone number and whereabouts.
4. **Minimum Fee/Deposit.** You agree to pay an initial refundable deposit of \$ _____ to be used to pay attorney fees for legal services in the hourly amount of \$325.00 per hour for Kathryn M. Wayne-Spindler, \$295.00 per hour for Jeffrey Worosz, and \$295.00 per hour for Keri Burnstein. Actual trial time or mediation time for Kathryn M. Wayne-Spindler is \$350.00 per hour. Paralegal time is charged at \$70.00 per hour. The time expended for and on your behalf in this matter will be the minimum basis for determining the legal fees to be paid by you. Time will be rounded to the nearest tenth of the hour, with a minimum charge of two-tenths (.2) of an hour on any one item.

You will be additionally responsible for all other costs and expenses as they become due. This includes but is not limited to process servers, fees fixed by law or the courts or other agencies, court reporters, depositions, investigation expenses, consultants, expert or other witnesses, extraordinary copy costs, mileage, and travel expenses. You authorize me to incur all reasonable costs necessary in my judgment and engage and make use of associate attorneys, legal assistance, law clerks, and court reporters without specific prior approval of the Client. You hereby authorize us to use any sums on deposit/retainer to pay the fees and costs you incur. Any unused deposit at the conclusion of my services will be refunded. You will be informed regularly of the funds withdrawn and an accounting will be made for their use. All attorneys' and paralegal hourly rates are subject to change without notice on a semi-annual basis and the new hourly rate will be reflected on your next billing statement.

4. **Billing Statements.** We will send you periodic statements for fees and costs incurred. Whenever your deposit is exhausted, you agree to pay further deposits as necessary to continue legal services within 10 days of the statement date. If an invoice remains outstanding after 30 days, you may be assessed 7% interest on the outstanding balance. You may request a statement at intervals of no less than 30 days. We will provide a statement within 10 days of your request.

In the event of non-payment in accordance with this fee agreement, collection proceedings will be initiated. If such proceedings are required, the client agrees to pay all collection costs and attorney fees incurred by KATHRYN M. WAYNE-SPINDLER, P.C. If you see a mistake or you disagree with any portion of your monthly bill, you must contact the office in writing within thirty (30) days and clarify your objection. Otherwise, your attorney will assume that the bill is accurate and correct.

The client agrees that the Law Offices of KATHRYN M. WAYNE-SPINDLER, P.C. shall be entitled to an attorneys' lien on any and all money, property or real property recovered or received by you the client to the extent allowed by Michigan Law, for such outstanding amount/balance that is due and payable to the Law Offices of KATHRYN M. WAYNE-SPINDLER, P.C.

**"We are Happy to Assist You with Confident Aggressive Legal Counsel in your Neighborhood"
at the Law Offices of Kathryn M. Wayne-Spindler, P.C.**

5. **Release.** The client agrees that the Law Offices of KATHRYN M. WAYNE-SPINDLER, P.C. shall be released as attorney of record in any post-judgment proceeding unless specifically retained by you for such post-judgment proceeding, even if your Judgment does not release the attorney.
6. **Discharge and Withdrawal.** You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this Agreement and/or refusal to cooperate or follow my advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. The client agrees that failure to pay his or her monthly invoice in a timely manner causes a financial hardship to the firm and is also considered good cause for the firm withdrawing as your counsel.
7. **Disclaimer of Warranty.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or warranty as to the outcome of your matter. I make no such promises or warranties. Our comments about the outcome of your matter are expressions of opinion only.
8. **Technological Communication and Waiver.** Communication via advanced technology, including e-mail and analog or digital cellular/wireless/cordless telephones is, generally, convenient. It may also be cost effective. However, the client must assume that the attorney does not have encryption capabilities with respect to such communications. The attorney has no control over what occurs with respect to internet service providers, the Internet itself, or wireless communication. The client understands that such communication is subject to being intercepted, misdirected, viewed, heard, or otherwise accessed by unknown sources, either inadvertently or intentionally. As such, the Attorney cannot guarantee the confidentiality or security of such communications between the Attorney and the client. Accordingly, the client acknowledges and accepts the risk of inadvertent disclosure with respect to the content of any such communication between the Attorney and the client. The client authorizes communication via the above-mentioned methods with the Attorney, and accepts all confidentiality risks associated therewith.

_____ The client **does not** authorize communication via the above-mentioned methods with the attorney.

Initials

9. **Effective Date.** This Agreement will take effect when both parties understand and have signed the Agreement and initial deposits are made as described above.

When our services conclude, all unpaid charges will become due and payable. After my services conclude, I will, at your request, deliver the Client file to you, along with any of your funds or property in our possession.

KATHRYN M. WAYNE-SPINDLER, P.C.

I have read and understand the foregoing terms and agree to them.

Date: _____ Client Signature: _____

Address: _____ Telephone: _____

RECEIPT

Receipt of the sum of \$_____ is acknowledged as of the _____ day of _____, _____, for purposes as agreed upon in the above mentioned agreement.

Received by