

OFFICE POLICY

Babins Miller Law, LLC Terms of Engagement

An attorney-client relationship will be established with an express agreement between by Babins Miller Law, LLC and the client. This statement explains the general terms upon which your engagement of Babins Miller Law, LLC will be based. It may be modified only by mutual written consent. Please keep this for future reference.

Engagement Letter

It is important that you, the client and we, the attorneys, agree on the work to be performed. For this reason, we send a Letter to each new client confirming the scope of the engagement. If you have questions please ask them.

Management of Engagement

You, the client, will have a primary relationship with one attorney from Babins Miller Law, LLC. This attorney will have primary responsibility for communication between you and the firm. The primary lawyer may delegate your work, or parts of it, to other lawyers or staff. This delegation may be for the purpose of involving lawyers or staff who have special expertise or to provide service on the most efficient and timely basis.

Conflicts of Interest

At the beginning of each engagement, we check the names of our existing clients and the parties adverse to them to see if representing the new client would create a conflict of interest. We perform that check using the names provided by the new client. It is important that you give us all names used by you and affiliates (for business issues), as well as all names used by adverse parties.

Billings

Unless otherwise set forth in the Engagement Letter, the firm generally submits an invoice on a monthly basis for work done on an hourly fee basis and payments are due thirty days following the date of the invoice. If the fee is fixed, the billing and payment procedure will be explained in the Engagement Letter.

Fees

We are committed to charging our clients reasonable fees. In determining the amount to charge for our services, we consider several factors:

- The time and labor required, the unusual nature and difficulty of the questions involved, and the skill needed to performing the legal services properly;
- The fee customarily charged in the locality for similar services and the value of the services to the client
- The amount of money involved and the results obtained;
- The time limitations imposed by the client or by the circumstances;
- The nature of our professional relationship;
- The experience, reputation and ability of the lawyers performing the services;
- The likelihood that acceptance of the engagement will preclude the firm from accepting other client opportunities;
- The extent to which office procedures and systems have produced high-quality work efficiently; and
- The basis for the fee: hourly or fixed.

Among these factors, the time involved is ordinarily weighted most heavily. The hourly rates of our lawyers and other timekeepers are adjusted annually, typically on January 1, to reflect increased experience, changes in overhead costs, and other factors.

Initial Consultation – Estate Planning

Generally, there is no fee for the initial consultation for estate planning clients. At this meeting the attorney will meet with the client. Through information provided by the client, the attorney will determine what services our firm can provide to the client and the cost of those services. The client can then decide if they wish to retain our services. Payment is due when the estate planning documents are signed. However, if the client does not sign the documents within a reasonable time, payment will be expected.

Advance Fee Deposit

Occasionally, new clients are requested to provide an advance fee deposit (sometimes known as a retainer against future costs), which is deposited in a client trust account. The firm generally applies the advance fee deposit to the client's final invoice and returns the remaining balance, if any, to the client. The firm may apply the advance fee deposit to interim invoices, in which case the firm will notify the client by documenting the application on the invoice. Paying an advance fee deposit does not relieve the client's obligation to pay monthly invoices. If an invoice remains unpaid for more than 30 days after invoicing, the firm reserves the right to apply the advance fee deposit to the unpaid balance and to require an additional deposit before performing further work.

Nonrefundable retainer

On rare occasions, clients may negotiate a retainer fee with the firm. A retainer fee is fee paid to the firm to secure the firm's availability for a given period of time. Retainer fees are considered earned by the firm at the time of payment. By agreement with the client, these fees are not refundable and belong to the firm regardless of whether any services are actually performed for the client.

Estimates vs. Fixed Fees

Clients occasionally request advance estimates of fees. An estimate, although based on the lawyer's professional judgment, will often be affected by factors outside the control of the firm and should not be considered a fixed rate or maximum fee. It is possible in certain situations to quote a fixed fee. In these instances, the firm provides a letter stating the fixed fee and the specific services to be performed.

Client Trust Account

Trust deposits from clients (including advance fee deposits) are held in a client trust account. By court rule in the jurisdiction where we practice, the funds deposited to a trust account are subject to IOLTA (Interest on Lawyers Trust Account) participation and used to support law-related charitable and educational activities. Under certain circumstance, the firm will open an interest-bearing account for a client's trust deposits and credits the interest to the client until the deposit is applied.

Contingent Fee Arrangements

Because of the nature of our practice we generally do not represent clients under a contingent fee arrangement.

Insurance Coverage

Although the client may have insurance covering the services to be performed by the firm, primary responsibility for payment remains with the client.

Expenses

In addition to professional fees, an invoice may include charges for other services the firm provides or arranges. Examples include charges for photocopying, delivery, long-distance telephone calls, facsimile transmission, travel, word processing, document management, computer-assisted research, investigation, court reporting, and witness, notary and court fees. These charges are explained in more detail in our Engagement Letter.

Past Due Accounts

If an account becomes more than 30 days past due, the firm may stop performing legal work until the account is brought current. If a bill remains unpaid, the firm may also withdraw from further representation. When the firm incurs costs to collect the amount due, the firm shall be entitled to

its collection costs and a reasonable attorney's fee.

Termination

You may terminate the engagement at any time, with or without cause, by providing written notice to the firm. If such termination occurs, papers and property that you have provided to us will be returned to you promptly upon receipt of payment for outstanding fees and costs. Your termination of our services will not affect your responsibility for payment of fees and charges incurred before termination or in connection with an orderly transition of the matter. Subject to applicable ethical rules, the firm may also terminate the engagement. These rules permit or sometimes require withdrawal. Before taking such action, however, the firm will provide the client written notice.

Arbitration

If you disagree with the amount of our fee, please contact the responsible lawyer or the alternate contact named in the engagement letter. Typically we can resolve such disagreements satisfactorily with little inconvenience or formality. In the event a fee dispute is not readily resolved, you have the right to request arbitration under supervision of the state bar association of the jurisdictions in which we practice, and we agree to participate fully in that process.