

## **ATTORNEY / CLIENT FEE AGREEMENT**

This Limited Engagement Fee Agreement is intended to provide a contractual relationship between the parties identified herein, covering only the agreed upon scope of legal services and the payment of fees and expenses associated therewith. This Agreement is made effective and entered into by the Parties, identified below, only upon the latest date of and recording of all identified signatories below (page 5).

### **The Parties**

I. This Agreement, executed with each Party receiving an original document, is made between **Eldon Earl Thompson IV**, attorney-at-law, dba: Thompson Legal Assistance, LLC, hereafter referred to as "Law Firm" or "Attorney,"

and \_\_\_\_\_,

located at \_\_\_\_\_,  
hereafter referred to as "Client(s)."

### **Legal Services to Be Provided**

II. The legal services provided by Law Firm to Client(s) are as follows: limited representation, within the bounds of the law and the Iowa Rules of Professional Conduct, on a flat fee, pay per service utilized basis, as provided for herein later, for the matter contemplated by the parties during initial consultation. This Agreement contemplates only legal services rendered within the State of Iowa and no other state. **This Agreement in no way extends to representation in collateral or appeal matters arising during or beyond the initial adjudication; nor to any other related or unrelated matter or issue.**

**At all times during the pendency of the Client(s)' matter, the Client(s) will remain fully responsible for his or her own case, in a pro se, self-representation manner.** The Attorney or Law Firm will be responsible only for those services requested and selected by the Client(s). The Attorney or Law Firm will not represent the Client(s) in any court hearing, conference, or trial.

During the pendency of this Agreement, Client(s) may request any or all of the services herein provided below on an on-going rotational basis as may be needed. Client is encouraged to perform those services and steps which the Client(s) feels comfortable with performing, and request only the attorney performed services as

necessary in order to reduce the overall cost of litigation. For each service requested to be attorney preformed, the Client(s) will provide written signed authorization which will then be added to this Agreement as if made a part of herein and attached to this Agreement.

### **Attorney's Fees**

**III.** Client(s) agrees to pay Law Firm on a flat fee, pay per use basis for any of the services requested below:

#### **List of Service Types**

- |   |                              |
|---|------------------------------|
| 1. Selecting & Filling out Online Forms             | \$50 (per each form)         |
| 2. Creating Custom Standard Documents               | \$75 (per each document)     |
| a. Subpoenas  |                              |
| b. Petitions, etc.                                  |                              |
| c. Motions & Requests for Discovery                 |                              |
| d. Affidavits                                       |                              |
| e. Settlement Agreements                            |                              |
| f. Sanctions & Contempts                            |                              |
| 3. Legal Research (per each issue researched)       | \$250                        |
| 4. Advanced Document Drafting                       | \$100 (per each document)    |
| a. Special Motions                                  |                              |
| b. Briefs in Support (up to 10 pages)               |                              |
| c. Child Support Guidelines                         |                              |
| 5. Advice Only (depends on complexity)              | \$25 - 100 (each occurrence) |
| 6. Exhibit Compilations (fee depends on complexity) | \$50 - 100                   |
| 7. Protected Information Form                       | \$25                         |
| 8. Electronic Filing Only                           | \$25 (per each document)     |
| 9. Negotiation Attempts                             | \$100 (each occurrence)      |
| 10. Other Special Requests                          | \$ varies                    |

**The Client(s) understands that payment of fees or retainers does not warrant successful litigation results.**

Billing Statements will reflect the above categories of services along with a basic description of the specific service performed. Fees based on the complexity of the service requested will be discussed with and authorized by the Client(s) prior to its performance, but under no circumstances will the fee exceed the maximum listed for that service.

### **Expenses and Costs**

IV. Client(s) also agrees to pay Law Firm for all reasonable and anticipated expenses, costs, and other charges incurred by Law Firm in carrying out the representation and for services rendered under this Agreement. **Client(s) understands that payment of customary, usual, and related expenditures are required, even in the event that attorney fees become waived or discharged.** Examples include: legal filing fees, court costs, service of process fees, postage and shipping, lay witness fees, document preparation materials, investigation costs, travel and lodging, and other expenditures. Expenses which are not usual or customary will require prior client approval before being incurred; examples include: expenses for expert witnesses, depositions, transcriptions, and the like.

### **Client Responsibilities**

VI. At all times during the pendency of the Client(s)' matter, the Client(s) will remain fully responsible for his or her own case, in a pro se, self-representation manner. Client(s) will be truthful and cooperative with Law Firm; keep Law Firm reasonably informed of developments and of Client(s)' addresses, telephone numbers and whereabouts; and timely make any payments required under this Agreement.

Client(s) may be required to pay, upfront and immediately, any filing fees for the initial opening of any court action or litigation, made payable directly to the Clerk of Court online.

### **Billing**

VII. Law Firm will provide Client(s) with periodic billing statements, detailing charges for attorney fees and related expenditures as provided for in paragraphs III and IV. Billing statements will be sent to Client(s) **not less than once per month, with full payment due within 10 days** following receipt of the statement. Client(s) understands that if full payment is not received by each due date, such default can result in termination of further legal services under this Agreement. To avoid termination of legal services, Client(s) can request alternative payment arrangements prior to the due date, subject to approval by Law Firm. Challenges to billing legitimacy must be made orally or in writing by Client(s) prior to payment due date listed on billing statement.

### **Logistics**

**VIII.** Client(s) should be aware that services rendered by Law Firm may include use of electronic and digital technologies. Law Firm operates remotely through Internet connectivity and regularly utilizes e-mail and other electronic communication delivery services. There are risks associated with the use of such technology, for which Law Firm will always take reasonable steps to ensure full confidentiality and protection. By signing this Agreement, Client(s) authorizes Law Firm to utilize these technologies and acknowledges the inherent risks of such usage.

### **Termination of Services**

**IX.** Generally, this Agreement will automatically terminate upon the date of final resolution in the court of initial hearing and adjudication, for the matter contemplated by the parties during initial consultation. However, Client(s) is free to terminate legal representation at any time for any reason. Law Firm may terminate legal representation upon failure of Client(s) to make timely payment of fees and expenses, as described in Paragraph VII. Law Firm may also terminate representation for other reasonable causes or when required to do so by a court of law. **Upon any termination, all unpaid charges, fees or expenses will immediately become due and payable.** Any outstanding or remaining advanced, pre-paid, or other monies belonging to Client(s) for which an attorney fee or expense remains unearned will be immediately returned to Client(s). Termination of services does in no way exempt Law Firm's or Attorney's obligation to maintain client confidentiality. **Upon any termination, Client(s) agrees to accept full responsibility for any continuation of legal representation under a pro se status or otherwise**, meaning that a client will be held responsible for self-representation in matters pending within a court of law; Law Firm will no longer be obligated to perform legal services connected to any legal matter, including the filing of time-sensitive documents or court-ordered hearings.

### **File Destruction Policy**

**X.** Law Firm will retain a digital copy of your file, at our expense, for a period of at least ten (10) years, following date of any termination under this Agreement. While Client(s) is strongly encouraged to request a return of the case file for future benefit, Client(s) is not required to make such request. Upon written request, Law Firm will deliver to Client(s), or another person designated by Client(s), the file, property, and other client belongings in Law Firm's possession, whether or not Client(s) has paid for all services, except for attorney work product. Attorney work product represents the intellectual property rights held by an attorney and made in preparation for legal

representation. Examples include: written materials, charts, notes of conversations and investigations, legal theories, office support documents, and other similar products.

### **Modification**

**XI.** While the provisions embodied in this Agreement are intended to represent the general understanding and commitment of the Parties, its provisions can be altered, modified, or replaced only by written agreement and consent of all parties involved at any time hereafter; any such material changes must be attached to this Agreement as “addendums”. Also, the Agreement’s provisions can be altered, modified, added to, or supplemented by other legal authority, as may be necessary to comply with lawful purposes. For instance, this Agreement is governed by Iowa law.

### **Severability**

**XII.** The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it will not affect the validity or enforceability of any other provision.

### **Conflicts Waiver**

**XIII.** If more than one client intends to become bound by the provisions under this Agreement, each must agree to waiver of potential conflicts of interest that may arise under multiple-party representation. By signing below, each client, intending to be bound, herein grants the above conflicts waiver.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE OF SIGNING BELOW. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT(S) SHALL RECEIVE A FULLY EXECUTED ORIGINAL OF THIS AGREEMENT. THIS AGREEMENT EMBODIES AN ATTORNEY-CLIENT RELATIONSHIP. BY SIGNING THIS AGREEMENT, THE CLIENT(S) AUTHORIZES AND INSTRUCTS THE LAW FIRM OR SIGNING ATTORNEY TO PROCEED AND PERFORM WORK AS DESCRIBED IN THIS AGREEMENT.

The foregoing is agreed to and signed by:

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

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

Date: \_\_\_\_\_  
Thompson Legal Assistance, LLC  
By: Eldon Earl Thompson IV, attorney-at-law