

THE LAW OFFICE OF
LETTERHEAD (OR LOGO)

[Date]

[Client Contact: FName LName]

[Client Company (if applicable)]

[Addr1]

[Addr2]

[City], [ST] [Zip]

Re: [Matter Description]

Dear [FName]:

Thank you for selecting us, to handle your [matter description]. We appreciate your confidence in us, and we will do our very best to see that your matter is handled professionally and successfully. We want you to have an outstanding client experience. While we can make *no promises*, please be assured that our goal is to obtain for you the best possible result.

At FIRM NAME, *we operate as a team* to decide best strategies and tactics for your particular matter. So, while we are the owners and founders of the Firm, ultimately responsible for your matter and your satisfaction, we are very proud to introduce you to the team that will be helping to handle your case. Our principal Receptionist is [receptionist's name]. You will also get to know my Assistant [Assistant's name], our Paralegal [Paralegal name], and our Associates, [Associates' names].

While we are working to bring your matter to a successful conclusion, we need your help to give us the best chance for this to happen. To answer some common questions and explain your role in moving your case along, we have prepared this "Welcome Packet" that explains how we operate, makes sure we are all aligned on our expectations, helps us to provide A+ service and helps you to be an A+ client!

Thank you again.

Warmest regards,

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WELCOME!

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I. Office Hours

The Firm’s working hours are _____. In exceptional situations, phone appointments may be scheduled outside of these hours. This is done on a case-by-case basis as determined by your attorney.

The office is closed on weekends, all major national holidays, and the day after Thanksgiving. When the office is closed, we do not check voicemail or email.

II. How to Contact Us

Ask Questions and Schedule Appointments

Your attorney is frequently out of the office due to mediations, depositions, and court appearances. That means that during the normal course of business, you will generally will not be able to call in and talk with an attorney unless you have a scheduled telephone appointment. To ensure the availability and undivided attention of your attorney, and to avoid inconvenient rounds of phone tag, we pre-schedule phone calls with attorneys.

When you call the Firm, you will speak with a member of our legal support team, who in most instances will be able to answer your questions. If your issue requires your attorney, we will schedule an appointment within the week.

Emergencies and urgent situations are handled differently, as explained below.

You may also email the legal team at info@firm.com. We use a general email account that is monitored throughout the day and responses are prioritized by urgency. This policy allows us to provide the best service to our clients by focusing our workdays on client service and addressing urgent issues first. Even more importantly, using the general account allows us to ensure your message doesn’t fall through the cracks if an attorney is in court or out of the office and unable to check email.

Please do not call or text your attorney or any member of the team directly; it reduces our ability to ensure you receive the level of service we strive to provide.

Send Information & Records

When possible, to ensure the security and confidentiality of your information, we like to avoid email for sending and receiving records and documents. Our case

Commented [NH1]: Discuss with COO how to phrase this. Don't use email – easily intercepted, not secure. and Assign someone to schedule a training on how to use them in 1-2 weeks, before homework and before first bills.



management system [NAME] has “client portals” that we will use for communication and transmitting sensitive information. We ask that you upload any documents to that client portal. A member of your legal team will be in contact within the next week to schedule a training session to be sure you are comfortable using the portal.

“Make It Right” Value Guarantee

Please know that we are 100% committed to giving you outstanding service and representation. If you’re not impressed with the value we provide at each [billing cycle/phase of the case], simply bring it to our attention and we will either make it right so you are impressed with the value, or we will adjust the fee to be sure you feel you’re getting great value. (And at the end of the case if you feel like you got a lot of extra value, I’ll trust you to say so with an extra bonus to the legal team for their efforts, of course at your sole discretion.)

When you call, just tell our Receptionist that you’re calling about the *Value Guarantee*, and we will schedule an appointment with [one of the owners] as soon as possible.

III. How to Handle “Emergencies”

In most situations, when you call the Firm to talk with an attorney, an appointment will be scheduled for a return call. However, *if there is a legal emergency related to your case, an attorney from our office will be found to speak with you right away, no matter what.*

To make sure we are all on the same page, we have defined what constitutes a legal emergency on your case. These situations occur when: **LIST OUT.**

There are many other situations that may be *urgent* and important to your case, but do not rise to the level of an *emergency*. When this happens, our staff will make sure that the information is conveyed to an attorney and you receive a response as soon as possible, usually in the same business day. Urgent situations may be: **examples.**

Whether your issue is emergent, urgent, important, or in the normal course of business, we are committed to addressing your concerns and responding to you promptly and timely.



IV. Attorney/Client Confidentiality

All information communicated or given to your attorney is protected by attorney-client privilege or the work-product privilege and is kept in confidence. Our obligation to keep your secrets never expires; it continues until the end of your life and beyond. This privilege extends to every member of the team as well as any experts we hire.

However, you can lose this valuable privilege if you disclose confidential privileged information to others, so you must be careful when talking to others about what you and your lawyer have discussed.

You can also “waive” your ability to protect the information if you send it via email or text from a device or account that can be accessed by any other person, such as an employer or spouse. We caution you against sending emails or text messages from accounts that others may be able to access.

V. Honesty

It is important that you are always honest and forthcoming about the facts of your case with your attorney and any member of our staff. Finding out *all* the facts from the beginning allows us to tailor a case strategy with all factors in mind. A delayed disclosure, or finding out important information from another source, often requires us to change case strategies in the middle of negotiations or litigation. When this happens, it generally leads to an increase of attorney time and will increase your legal fees.

VI. Relationship Boundaries

We expect our staff to always treat our clients courteously and professionally. While we do not anticipate any problems in this regard, we also want to mention that we don’t permit our attorneys or staff to enter into or be involved in close personal or romantic relationships with clients unless those relationships existed before the client retained our Firm.

Additionally, we prohibit our attorneys and staff from interacting with clients via Facebook or any other social networking website. Please do not use social media when communicating with anyone in our Firm due to the open nature of such websites and the risk of inadvertently disclosing confidential information.

Finally, since our obligation of confidentiality includes shielding the fact that you have retained us, our attorneys and staff who encounter you in the community will not



acknowledge you or do anything that would require you to disclose that you know someone in our firm. You, of course, are free to initiate such contact, but the decision will always be yours. However, even if you initiate contact our Firm member *will not* discuss or communicate any information related to the case in the presence of another person.

VII. Goals

As we progress into your matter, it is essential that we work together to set clear objectives and goals for your case. We will have an initial Goals and Strategy Session where we thoroughly discuss (and document) your goals and objectives; this helps the legal team gain a clear understanding of what you are seeking in your matter and what “success” looks like to you. They help us to formulate a strategy to proceed forward. We can never make any guarantees of specific outcomes, but your written goals and objectives will play into our long-term strategy and will help you evaluate my representation of you. As your case progresses, and definitely before significant mediation or hearings, we may schedule additional goals meetings.

VIII. Treatment of Opposing Parties and Our Staff

While not every situation is contentious, on occasion a matter can become heated or escalate in tension. We want you to know that in fulfilling our duty to vigorously represent you, we will engage in a manner designed to best represent you while maintaining the professionalism and integrity of our profession.

We expect all clients to remain courteous and respectful toward the other party, and always take the high road. Likewise, we always expect you to be professional, including in court, at depositions, and in any other meetings. This is beneficial to your case and your mental health.

We realize you will feel stress during the pendency of your case. However, we will not tolerate offensive or abusive language toward our attorneys or staff members in person or on the phone.

IX. New Case Developments

It is our goal and responsibility to ensure that you are always informed about the status of your case. Therefore, every two weeks you will receive a status letter (usually accompanied by the billing statement) from us regarding the status of your case,



including recent events that may have transpired in your case, and with reminders regarding outstanding deadlines in your case.

As new developments arise, we may need to have periodic meetings. These meetings may have a singular focus (such as preparing for a court appearance) or they may be for a general status update on a number of issues. If a meeting is needed, a member of our team will contact you and make arrangements. We can do meetings in person, by telephone, or by video conference.

X. New Information and New Matters

Please be sure to contact our office and relay any new information related to your case. If there are new documents, please make sure to send a copy of those documents to our office (using the info@.com email address) prior to talking to your attorney about the information.

If, during the course of our representation with you, a new legal matter *of any kind* arises, we are happy to discuss it with you. If you need help in an area of law that we don't practice, we will make a personal introduction to a lawyer who we know, like, and trust.

XI. What We Bill For

Our invoices to you will include two broad categories of charges: fees and costs.

Fees are the amounts we charge for our legal services. Pursuant to the terms of your Engagement Agreement, you will be billed for all work performed on your case: including but not limited to internal strategy meetings; case work; court appearances; legal drafting; receipt and review of emails; responses to emails; phone conferences; negotiations with opposing counsel or the other party; etc.

Costs are our out-of-pocket expenses for services such as court costs, filing fees, expert costs, large photocopying projects, messenger and delivery services, travel time to and from court, mediation, settlement conferences; parking associated with travel for your case; etc.

We don't bill for standard usage of office supplies, minor photocopies, telephone charges, or long-distance service. We also don't bill for administrative staff time or the work involved in preparing our monthly file reviews or invoices.



Please contact us if you have any questions regarding our billing procedures or if you have questions about a specific billing entry. We are always happy to discuss any billing issues that you may have at no cost to you.

XII. The Basis of Our Hourly Billings

We always begin the calculation of hourly fees by determining the time we work on your matter. We multiply our time (calculated in tenths of an hour) by the hourly rates of the attorneys or paralegals who perform the services. Our hourly billing rates for lawyers currently range from \$ ____ per hour for Associates to \$ ____ per hour for the Owner. After-hours appointments are billed at \$ ____ .00 per hour. Time devoted by Paralegals is charged at a billing rate of \$ ____ per hour. These billing rates are subject to change from time to time as explained in the Engagement Agreement.

Rates also consider the following factors:

- The uniqueness and difficulty of the questions involved in conjunction with the amount at risk;
- The likelihood that the acceptance of your matter will keep us from accepting other work;
- The time limitations required by you or by the circumstances, especially when these time limitations force us to set-aside the work of other clients; and
- The fee customarily charged in our area for similar legal services.

XIII. Evergreen Retainers

If we are engaged pursuant to an Hourly Fee arrangement, we require that you deposit funds in our retainer account before we begin work. Thereafter, as these funds are used up we will ask that you replenish the account. This may occur several times. This is called an “evergreen retainer” and all our clients are billed and pay in this fashion.

Periodically (but usually every two weeks), we will draw money from the retainer account to pay the legal fees and costs incurred while we work on your case. When the balance of your retainer dips to a certain level, we will require you to replenish the funds to the amount noted in the Engagement Agreement, using the credit card you keep on file with our firm.

This ensures we can provide you with the highest level of service and avoid any interruption in our representation.



XIV. Value-Based Fees

The charges associated with your matter will include two broad categories: fees and costs.

Fees are the amounts we charge for our legal services. Pursuant to the terms of your Engagement Agreement, you have entered into a *value-based fee* arrangement, and our fee includes all work performed on your case: including but not limited to internal strategy meetings; case work; court appearances; legal drafting; receipt and review of emails; responses to emails; phone conferences; negotiations with opposing counsel or the other party; etc.

Commented [NH2]: DO YOU REQUIRE THE ENTIRE FEE PAID IN FULL OR DO YOU SET UP A DOWN PAYMENT WITH INSTALLMENTS?

Our fees take into account the value that our representation brings to you, our client, as well as the following factors:

- The uniqueness and difficulty of the questions involved in conjunction with the amount at risk;
- The time limitations required by you or by the circumstances, especially when these time limitations force us to set-aside the work of other clients; and
- The likelihood that the acceptance of your matter will keep us from accepting other work.

If we are engaged pursuant to an arrangement that includes installment payments to satisfy the full value-based fee, we will require that a current authorization for automatic payment via credit card, debit card, or ACH is on file and that we are authorized to charge that card for the scheduled payment.

Costs are our out-of-pocket expenses for services such as court costs, filing fees, expert costs, large photocopying projects, messenger and delivery services, travel time to and from court, mediation, settlement conferences; parking associated with travel for your case; etc. We don't bill for standard usage of office supplies, minor photocopies, telephone charges, or long-distance service. We also don't bill for administrative staff time or the work involved in preparing our monthly file reviews or invoices.

Your value-based fee typically does not include these additional costs, and prior to incurring these costs, we will attempt to contact you and discuss our strategic and tactical recommendations in light of your case.

Commented [NH3]: WILL COSTS BE ADVANCED AND SEEK REIMBURSEMENT OR WILL THE CLIENT NEED TO PAY COSTS PRIOR TO THE WORK BEING DONE?

Please contact us if you have any questions regarding our invoicing procedures.

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XV. Non-payment of Fees

We focus our time and effort on achieving excellent results for clients we are not in business as a “collections agency.” Rather than chase people who don’t pay their legal bills, we will focus our time and energy to work for those clients (*like you*) who honor their commitments.

Clients who don’t replenish the evergreen retainer account or if who fail to send in the installment payments you owe, we will stop work until the account is brought current. If the account remains in arrears for 30 days (or 2 billing cycles), we will seek to withdraw from the case and close the file.

While we don’t anticipate these problems, we think it’s only fair to let you know how we deal with them.

XVI. Contingency Fees

A *Contingent Fee* is usually used only in personal injury matters and is calculated as a percentage of any amounts recovered by us for the client. *Fees* reflect the work done by the legal team on your case. If you do not recover money, there is no fee. The fees applicable to your case will be defined in your engagement agreement.

Costs are our out-of-pocket expenses. Common costs include charges for obtaining medical or other records, all court filing fees (complaint, motions, discovery, etc.), service of process and subpoenas, certified mail, overnight delivery, hiring court reporters and obtaining transcripts of depositions or other proceedings, witness fees, and travel/lodging expenses for both witnesses and firm personnel. Additionally, all litigated matters will incur a small, fixed monthly file administration fee for investigators and legal research services, and other incidental expenses. We do not charge for common operating expenses such as internet and phone costs, standard postage, and inhouse photocopying and printing. We also don’t bill for administrative staff time or the work involved in preparing our monthly file reviews or invoices.

If the Firm agrees to advance the costs of representation, we will recover those costs from your net recovery. On top of any *fees*, the Firm is entitled to be repaid for *costs* we incurred on your behalf. If the Firm has not agreed to advance costs, the client is expected to deposit into the Firm’s trust account sufficient funds to cover foreseeable costs, and to replenish that deposit as it is depleted.

Costs are itemized separately from the fee charged for legal work.

Commented [NH5]: DELETE IF NO CONTINGENCY CASES



XVII. File Retention

Our Firm maintains your file while your case is active. During your case, you will receive a scanned copy of everything filed by either party in your case as well as all emails and other case correspondence. At the conclusion of your case, we will provide you with an electronic copy of any documents not previously provided to you. We will also return any original documents to you at that time, and we will ask that you sign to acknowledge this.

In addition, the Firm will retain the paper copy of your file for seven years. After conclusion of a case this file is stored off site. If you misplace documents and request copies from a closed file, appropriate fees will be charged for the task of obtaining the stored file and making copies.

XVIII. Referrals

The Law Office of [] and we have many friends and colleagues we know and trust. We are happy to assist any of our current and past clients, or friends and family of our current and past clients, to find a lawyer they can trust to help them.

Whether the new matter is for you, a friend or a member of your family, we will provide a free initial phone conference to assist in determining the type of legal issue, so we can find an attorney who can help. If the legal concern is in an area in which we practice, the referred person will be given an opportunity to come in for a consultation with us.

If the legal concern is in an area outside our chosen practice areas, we have a network of attorneys we trust to do solid work and to treat clients with the same courtesy and respect we provide. We stand behind each referral we make, and if there is ever a problem, we will want to know immediately.

Finally, we want to reassure you we have not and will not share anything about your past, current or future cases with anyone, and that includes the people who referred you to us or anyone you refer to us. We have the same conversation with everyone, so all clients know that their personal information is safe with us.