

# FORREST COLLINS, P.C.

DIVORCE MEDIATOR AND COLLABORATIVE ATTORNEY  
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## COLLABORATIVE LAW ATTORNEY-CLIENT HOURLY FEE AGREEMENT

I, \_\_\_\_\_, hereby retain the law office of Forrest Collins, P.C., ("Forrest") to represent me regarding Collaborative divorce under the conditions contained herein. I understand that this document is a contract which governs the working relationship between Forrest and myself. I understand that this Agreement asks me to waive certain rights which I may otherwise have as part of my legal representation.

**1. LIMITED SERVICES/NO COURT.** You are retaining Forrest for the purpose of obtaining collaborative representation. Collaborative representation is a form of "unbundled legal services" which means that Forrest will not be providing the full range of attorney services. The hallmark of collaborative representation is an agreement to not go to court. You understand that Forrest cannot and will not represent you in any court or other litigation proceedings. You understand that Forrest will not file a case in court or threaten to file a case in court.

You understand Forrest will not prepare or file any documents on your behalf with the exception of the Stipulated General Judgment and accompanying documents at the end of your case. You understand that if this matter proceeded to trial a judge could potentially make a different decision than the outcome reached in the Collaborative process.

**2. CONFIDENTIALITY BETWEEN CLIENTS.** As part of the Collaborative process, information from individual client sessions and conversations between you and Forrest may be shared with your spouse and your spouse's attorney. This is commonly referred to as a 'no secrets' policy and your spouse and your spouse's attorney are expected to abide by this policy as well. This policy means that you authorize Forrest to use his professional judgment to share information at his discretion. If you specifically request that some information not be shared, Forrest will honor that request, but if he determines that the information is relevant to the outcome of your case Forrest will have to withdraw from your case and terminate this Agreement.

**3. CONFIDENTIALITY BETWEEN PROFESSIONALS.** By signing this Agreement, you are signing a confidentiality waiver to allow full communication between all of the professionals and staff working on your case. The purpose of having a signed waiver is to enable full communication among team members to facilitate the team approach. This exchange of information may occur in electronic form.

**4. BASIS OF ATTORNEY FEES.** You agree to pay Forrest at a rate of \$375 per hour for work performed. Work performed by legal assistants or paralegals will be billed at \$190 per hour. There is a minimum charge of .2 (two-tenths of an hour) for all

services provided and all actions taken on your case; **however, time spent in excess of .2 will be rounded to the nearest .1 (one-tenth of an hour).** Forrest may 'no charge' certain activities related to your case, but is not required to do so. **You understand Forrest has not accepted your case and will not represent you until you have signed this Agreement and placed a credit card on file.**

Forrest has taken time creating agreements, pleadings, and other documents. The value of these cannot be measured merely by the time it may take to adapt them to your case. For this reason and others, you agree to pay for services at not less than certain minimum rates. Forrest charges a minimum judgment drafting fee of 2 hours plus the actual time spent customizing it for your case (the typical judgment takes between 2.5 and 4.5 hours total). The documents that accompany the judgment are billed at a flat rate of 2 hours' time at the above-stated rate. Any additional motion that may be necessary in your particular case is billed at .5 hours. Travel time will be billed at the above-stated rate should travel be required.

**5. BILLING TERMS.** Forrest will send out bills on a monthly basis. Bills are sent via Clio, an online case-management program, or by email. You authorize Forrest to process payment by charging your credit card on the third business day after the bill is sent to you. A bill is considered received on the same day it is sent. For example, if a bill is sent on Monday, the card will be charged on Thursday. You have the right to question or contest any item of the bill. Any adjustment to the bill will be made on the same statement as long as the question or contest is brought to Forrest's attention before payment is processed. If an adjustment needs to be made to the bill after payment is processed, you agree that the adjustment will be made during the next billing cycle.

Fees in legal disputes are unpredictable and Forrest makes no representation as to total costs. Any statement of predicted fees is an estimate only and should not be relied upon.

*Please send all bills to the following email address:* \_\_\_\_\_

**6. COSTS PAID BY CLIENT.** You agree to pay to Forrest, in addition to any fee charged, all out-of-pocket costs incurred by Forrest on your behalf or in connection with your case. You understand costs may include such things as filing fees, appraisal fees, pension valuations, etc. **No costs will be incurred without your permission.** You are responsible for the payment of all fees charged by other Collaborative professionals for work on your case (e.g., a child specialist).

**7. TAX INFORMATION.** Forrest is not an accountant or tax expert and cannot offer tax advice. Any discussion of taxes or tax concepts is only to help you generally assess your situation and should not be relied on as tax advice. You acknowledge there is often significant tax consequences associated with domestic relations cases and you will obtain such accounting or other tax advice as you deem necessary. This applies to all discussions had as well as projections made or reporting done using Family Law Software.

**8. DIVISION OF RETIREMENT OR PENSION BENEFITS.** You understand that as a result of your divorce, your retirement or pension benefits may be divided with your spouse. You further understand that a Qualified Domestic Relations Order (QDRO) or an equivalent order may be needed to effectuate a division of said benefits. Forrest does not prepare such orders. Forrest will recommend appropriate attorneys who can prepare these.

**9. ATTORNEY'S LIEN.** You hereby grant Forrest a lien against any sums held for you in Forrest's trust account, and against any money or property (including land) received by you or money judgments entered in your favor in this or any other legal proceeding. You specifically authorize Forrest to receive any such funds or property and to pay itself all fees from said funds and property before releasing the balance to you.

**10. DISPUTE RESOLUTION.** Should a dispute arise regarding billing, you agree to submit to the Fee Arbitration Panel of the Oregon State Bar any dispute between Forrest and you about the amount or reasonableness of any bill. If this Agreement becomes the subject of a collection proceeding, you agree to pay Forrest's reasonable attorney fees and collection costs, regardless of whether a suit is filed. Forrest and you agree that, if necessary, this Agreement may be disclosed to the court.

**11. PERSONAL LIABILITY FOR ATTORNEY FEES.** You understand that it is not the responsibility of your spouse or any other person to pay your attorney fees and costs. You acknowledge awards of fees by the court are totally unpredictable and the responsibility to pay your fees and costs is yours.

**12. WAIVER OF STRICT PERFORMANCE.** You agree that Forrest is not required to complete work on your case and that he may cease work at any time if you fail to comply with the exact terms of this Agreement. You acknowledge that failure of Forrest at any time to require strict performance of any provision of this Agreement shall not limit Forrest's right to enforce this agreement

**13. TERMINATION OF ATTORNEY-CLIENT RELATIONSHIP.** You may terminate Forrest's services on your behalf at any time. You remain liable for all attorney fees incurred and costs advanced through the date of termination. Forrest retains the right to withdraw from representation at any time and for any reason. Forrest shall refund to you any trust deposit which remains unearned at the time of termination.

**14. DISCLAIMER OF GUARANTEE.** You understand Forrest will use his best efforts in representing you. However, nothing in this Agreement shall be construed as a promise or guarantee about the outcome of your case. Forrest's comments about the outcome of your case are expressions of opinion only.

Sign: \_\_\_\_\_

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