

LAW OFFICES OF

DIBBLE & MILLER, P. C.

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Print Name

Date

Signature

Date

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REVISION AS OF NOVEMBER 06, 2016

OUR HOURLY RATES

We have used the same Retainer Agreement documents since about 1998 so that clients do not have to read all the Retainer Agreement documents each time they retain the firm for a new legal matter. However, in order to advise clients of our current rates and fees, this Retainer Agreement Addendum is used.

The rates in this Retainer Agreement Addendum will apply to all prior Retainer Agreements you have already signed (unless the prior Retainer Agreement or an addendum to it has a higher rate than set forth in this Retainer Agreement Addendum) and any Retainer Agreement that you will sign in the future as follows: The rates that will apply, subject to the exception for a higher rate in any prior Retainer Agreement, to your Retainer Agreement, and for which you will be billed, for attorneys' and paralegals' time will vary as determined by the firm depending on who is doing the work and what type of work is being done, but the rates for attorneys will not be higher than \$260 per hour and rates for paralegals will not be higher than \$180 per hour, *unless* a lower or higher rate for attorneys and paralegals is specifically set forth after the date of this Addendum (1) in that portion of your Retainer Agreement entitled "AMOUNT OF RETAINER" or "SCOPE OF LEGAL SERVICE TO BE PROVIDED", or (2) in a letter from the firm, dated after the date of this Addendum, referencing this Addendum as part of the letter.

FEE CHARGES, FILE RETENTION AND CLIENT CALLS, MEETINGS, EMAILS & RETAINER POLICY

MESSENGER FEE: Our Messenger Fee is \$25 per pick-up or delivery.

ONLINE LEGAL RESEARCH: Our Westlaw online legal research database access fee is \$85 per month. This fee is charged only for each month during which we need to conduct research through Westlaw during the month.¹

DIGITAL DOCUMENT PROCESSING FEE: We are a digital law firm. Our Digital Document Processing Fee is \$0.65 per side of a page. Client research and documents are maintained in digital form, and are available to our legal staff on screen. This is the fee charged to scan a document into our scanned document data base. Unless there is an unusually large printing project, we do not charge for printing digitized legal documents for our clients, for court cases or for other work.

EMAIL FEES: Since e-mails are legal documents, and, therefore, must be reviewed, processed, and preserved, a minimum fee for one quarter (0.25) hour (i.e., fifteen minutes) will be charged for every e-mail received or sent. We recommend the use of e-mails by you only to forward documents and information and not to request legal advice or case status. Emails from us providing legal advice and case status are time consuming and expensive, and often require research, file analysis and a review process which increases the client's legal fees. Therefore, it is advisable not to use emails to request legal advice or case status and to call if you need such information.

DESTRUCTION OF FILES²: At the conclusion of your matter, we reserve the right to destroy your files after three (3) years, unless you have notified us in writing (the receipt of which was acknowledged by the firm), that you wish to

¹ When computerized research is utilized for your matter, a flat fee is charged on a monthly basis for time incurred, regardless of the amount of time spent during that month on your behalf to access the Westlaw online legal research database. Although some firms may charge their clients a minute or hourly rate for such access, this firm does not. This, of course, does not include the professional's time to do the research.

² When files are to be destroyed as set forth in this Addendum, the time after the closing of your case when legally or ethically we can destroy your files may be longer than provided in this Retainer Agreement Addendum, in which case, the time provided in this Addendum will be extended as required by the then existing legal or ethical standards if we are required to comply with such standards notwithstanding this Addendum.

take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering files you have requested to be returned. You hereby consent to the destruction of your files at any time after said three (3) years as provided in this paragraph without notice to you.

RETURN OF FILES: The firm reserves the right at any time to (1) send to you at your last known address all or any part of your files by US Mail, United Parcel Service or Federal Express or any other overnight delivery service, or (2) email to you at your last known email address notice that your files will be destroyed after ten (10) days from the date of the notice unless we are contacted by you in writing (the receipt of which was acknowledged by the firm) that you want to take possession of them and will do so within ten (10) days from the date of your letter. You agree to keep us updated with your current mailing address and email address. If files are shipped by US Mail, United Parcel Service or Federal Express or any other overnight delivery service to your last known address, you agree that we are not responsible for what happens to the sent files, and you agree that these files may be destroyed if they are returned to us. You also agree that, if notice of proposed destruction was sent to you and you did not contact us in writing (the receipt of which was acknowledged by the firm) that you want to take possession of the files, these files may be destroyed after the ten (10) day period referenced above.

PHONE CALLS TO CLIENT: Because we do not know who may have access to your telephone and messages left, we will not leave a message about your legal matter. We will only leave a message stating who called and requesting a call back.

CLIENT CONFERENCES: In order to efficiently work on your legal matter, we have established a policy to meet with a client pertaining to the client's legal matter with two (2) staff members, e.g., the lead attorney and his or her assistant, or a staff member to whom the matter is assigned and his or her assistant. We have determined that time otherwise chargeable to the client can be saved by this policy because, when a person without an assistant has a discussion with a client, that person has to pause the conversation to take notes and clarify them and, once that is done, to re-engage the client in conversation, each time hoping that his or her train of thought or important and/or critical issues have not been lost or disrupted during the starting and stopping of the note taking. We have determined that when one person meets with a client to discuss the legal matter, who also takes notes, it will usually take more than twice the time it would have taken if that person had an assistant during the meeting taking notes. This time period becomes greater by 50% or more because that interviewer, in most cases, has to then meet with his or her assistant to update the assistant on the meeting and advise the assistant what to do for the client, all of which would be unnecessary if the assistant was present during the conversation with the client.

CHARGE FOR FIRST MEETING: We do not charge for the first meeting with a potential client if we are not retained; however, if we are retained during the first meeting, we will charge for our time because we will be utilizing the information obtained during that meeting to work on the client's legal matter.

PAYMENT OF FULL RETAINER: If the full retainer is not paid, we reserve the right not to start work and, if we started the work, we reserve the right to stop our work until the full retainer has been paid.

UNUSED RETAINER: Any retainer(s) or funds held in trust or escrow that has not been used at the time of completion of work on the related matter, or upon the termination of our services, will be applied, without your further consent, to other legal matters and disbursements we are handling for you, and any balance will be returned to you.

RESULTS OF LEGAL WORK: The firm can make no promises and can make no guarantees that a certain outcome will be obtained. If there were discussions about our prior case results, please be advised that ***prior results do not guarantee a similar outcome.***

FEE ARBITRATION: If a dispute arises concerning fees charged by the firm, either the firm or the client may seek fee arbitration with the Monroe County Bar Association Fee Arbitration Program.

As always, thank you for choosing Dibble & Miller, P.C. for your legal needs.