



# LAW OFFICE OF VIRGINIA SUDBURY

Telephone: 801.831.9623 E-mail: virginia@lovs.biz

## FULL SERVICE REPRESENTATION AGREEMENT

**1. Identification of Parties:** This agreement is made between the Law Office of Virginia Sudbury (LOVS), "Attorneys," and \_\_\_\_\_, "Client."

**2. Nature of Case:** Client is requesting ongoing legal services from Attorney in the following matter:

**3. Client Responsibilities and Control.** Client understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. Client agrees to cooperate with Attorney or office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services.

**4. Limitation of Services to be performed by Attorney.** Client may request that Attorney provide additional services. If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement.

**a. Attorney of Record.** It is the intention of Attorney and Client that Attorney shall only perform those services requested. Some of those services may require Attorney to become attorney of record or make a court appearance in Client's case in order to perform the service requested.

**5. Hourly Fee.** The current hourly fee charged by Attorney for legal services is as follows: Attorney: \$200; Associate Attorney: \$150-\$200; Paralegal: \$60. In some cases LOVS Associate Attorney may also draft pleadings and appear at hearings. Attorney may contract pleading preparation, specialized research and the like to other attorneys, including LOVS Associate Attorney.

**6. Cost.** Client will pay Attorney's out of pocket costs incurred in connection with this agreement, including but not limited to service and filing fees, Court-necessitated parking, telephone calls, fax costs, copying and postage, travel expenses, office supplies and postage.

✱ **All costs payable to third parties** in connection with Client's case including **mediation**, investigation fees, deposition fees and the like will be paid directly by Client.

✱ **Attorney will not advance costs to third parties on Client's behalf.**

**7. Office Hours.** LOVS maintains office hours of 9AM to 5PM, Monday through Friday. The office is not open on weekends or on holidays. All emails, voicemail messages, and/or text messages received during those times will not be returned until the office is open. Attorney will make all efforts to return emails, voicemail messages, and/or text messages within 48 hours.

**8. Initial Attorney Fee and Cost Retainer.** In retaining Attorney, Client understands there is an initial payment of \$\_\_\_\_\_ upon the signing of this Agreement. Should this matter go to trial an additional retainer will be required. Should there be any amounts remaining at the conclusion of the representation, Attorney shall refund those remaining funds to Client.

\$ \_\_\_\_\_ received on \_\_\_\_\_ BY: \_\_\_\_\_

This amount will be deposited by Attorney in a client trust account. Client authorizes Attorney to withdraw the principal from the trust account to pay Attorney's fees and costs as they are incurred by Client. Any interest earned will be paid, as required by law, to the State Bar of Utah to fund legal services for indigent persons.

**9. Maintenance of Trust Account and File.** Client understands that Client is to maintain Attorney's trust account with a balance of **at least \$500. Client knows that Attorney may need occasionally to increase the amount of money held in trust to pay for expenses and costs, and Client agrees to provide this money in advance of incurring those expenses and costs upon Attorney's request.**

**10. Payment and Billing.** Client agrees that Attorney may send billing statements monthly, or as incurred, and at the conclusion of the representation. **If/when the Trust Account is reduced to \$500, Attorney may request a replenishment of the retainer** in an amount to be determined.

☼ **\_\_\_\_\_ Client agrees to pay all statements within 30 days of the statement date or as agreed upon.** Ten 10% interest may be assessed on all unpaid balances, as well as all costs and fees incurred in the pursuit of collection of overdue debts to LOVS.

☼ **Any other payment agreement shall be in writing and signed by both Attorney and Client.**

☼ **If Client misses one month's payment, Attorney shall immediately withdraw from the case.**

**10. Client acknowledges that Attorney has made no promises about the total amount of Attorney's fees to be incurred by Client under this agreement. Additionally, the time your case may take to complete will almost certainly be longer than you anticipate.**

**11. Disputes and Amendments.** The provisions of this Agreement are governed by the laws of the State of Utah. This written Agreement governs the entire relationship between Client and Attorney.

**12.** LOVS will not retain the client's pleadings and other documents filed with the court. LOVS will retain the remainder of the client's file for a period of two (2) years. The Client is responsible for contacting LOVS and making arrangements for obtaining the remainder of his or her file.

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

\_\_\_\_\_  
Client

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

\_\_\_\_\_  
Co-Promissory / Third Party Guaranteeing Fees

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

\_\_\_\_\_  
LOVS