

## **A Word about Privacy and Your Financial Relationship with**

**the Law Offices of J.R. Hastings\* . . . .**

### **About Privacy . . . .**

#### ***Notice of Privacy Policy***

Lawyers are now required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information. My law firm understands your concerns as a client for privacy and the need to ensure the privacy of all of your information. Your privacy has always been important to us, and your trust and confidence are of the highest priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by the Gramm-Leach-Bliley Act. Therefore, we always protect your right to privacy. The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

#### **NONPUBLIC PERSONAL INFORMATION WE COLLECT**

We collect nonpublic information about you that is provided to us by you or obtained by us with your authorization and consent.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE EXCEPT AS PERMITTED BY LAW AND ANY STATE ETHICS RULES.**

We do not disclose any nonpublic personal information about current or former clients obtained in the course of our representations of those clients, except as expressly authorized by those clients to enable us to accomplish the purpose of our representation or as required or permitted by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers. We have no business affiliations with any institutions, and there are no exceptions or loopholes in our policy.

#### **CONFIDENTIALITY AND SECURITY**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

You do not need to do anything as a result of this notice. You may wish to file this notice with your other legal papers. We value our relationship with you and strive to earn your continued trust.

## **About Your Financial Relationship . . . .**

### ***My Habits and Procedure***

Your monthly statement is prepared on or about the 20<sup>th</sup> of the month and mailed to you a few days later.

Whenever you have questions about or corrections to the monthly statement, please telephone. I will research the issue and present the answer in the next statement.

If your agreement with me is for an hourly rate employment my fee is computed against the time spent at a rate of \$300.00 per hour for the Attorney at Law, up to \$150.00 per hour for the assistant to the attorney, when used, and up to \$75.00 an hour for uncomplicated assistant tasks or specific secretarial services.

Services provided due to emergency circumstances will be billed at a greater hourly rate, \$500.00 per hour, or at an enhanced fixed-fee. If you have a legal insurance plan, this fee will not be paid by legal insurance and is your personal obligation.

If your agreement with me is that fees or hourly rates are established by a legal insurance plan those fees or hourly rates will be charged for the services allowed by the legal plan. However, services not covered by the legal plan will be computed at a reduced hourly fee and charged against your account. Also, costs are charged to your account (see below for an explanation of costs). Except as noted, the fees and costs just mentioned are your personal obligation and will not be paid by your legal insurance plan.

If your agreement with me is for a fixed-fee for specific services, such as an estate plan or incorporation, the fee will be confirmed to you by a handwritten note and/or an employment agreement and will not change unless this employment agreement states otherwise. However, if I discover that additional services are needed, I will propose a fee arrangement for those services, and if services exceed those contemplated, those services will be charged at the hourly rate.

If you elect a Will Estate Plan, which is usually entered into as either a fixed-fee arrangement or is covered by legal insurance, I will provide my usual services: the initial conference, preparation of one draft of the estate plan documents (to be corrected by you through my secretary before the appointment for signing), preparation of one (1) deed, up to two (2) hours of my assistant's help in changing title or beneficiary designations (which I refer to as "funding") and the conference at which you sign the documents. Additional drafts, conferences, and funding will be billed at my usual hourly rate.

If you elect a Living Trust Estate Plan, the fee is usually entered into as either a fixed-fee arrangement or is covered by legal insurance. I will provide my usual services: the initial conference, preparation of one draft of the estate plan documents (to be corrected by you through my secretary before the appointment for signing), preparation of one (1) deed, up to two (2) hours of my assistant's help in changing title or beneficiary designations

(which I refer to as “funding”), the conference at which you sign the documents, and a later conference to review the funding of your estate plan. Our agreement may specify other parameters of the tasks I will accomplish. Additional or extended tasks, drafts, and conferences will be billed at my usual hourly rate. Also, additional deeds, assignments and letters changing title and beneficiary designations (again, “funding”), will be accomplished, usually by my assistant, at the usual hourly rate. If you are an insurance client, several of the fees and costs just mentioned are your personal obligation and will not be paid by your legal insurance plan.

Some insurance plans do not cover the preparation of living trusts. When living trusts are not covered, the fee will be established as a fixed-fee, but at a reduced rate, usually 25% less than the usual fixed-fee. The client will be credited for all services reimbursed by the insurance company but will be responsible for all other fees, but at a reduced hourly rate, and including costs normal to a fixed-fee arrangement. Except for the reimbursement just noted, these fees and costs are your personal obligations and will not be paid by your legal insurance plan.

The insurance plans for a will or a trust do not allow for the preparation of a spousal property agreement or for the funding. When a spousal property agreement is recommended as part of the estate plan, the fee for its preparation is \$200.00. All funding will be completed at my assistant’s reduced hourly rate, usually \$100.00 per hour. These fees and costs are your personal obligation and will not be paid by your legal insurance plan.

If you elect an Irrevocable Life Insurance Trust (“ILIT”) Estate Plan, I will provide the same services as for a Living Trust Estate Plan. The fee agreement for an ILIT Estate Plan is usually either a fixed-fee arrangement or covered by legal insurance. The fixed-fee for an ILIT also includes coordination with the trustee to ensure that the trust is functioning properly. Additional drafts and conferences will be billed at my usual hourly rate. If you have legal insurance, coordination with the trustee is not covered by the plan, but will be billed to you at my usual hourly rate. It is likely the fee for an ILIT is your personal obligation and will not be paid by the legal insurance plan.

Incorporation may also be accomplished through a “fixed-fee” arrangement. The services include preparation of normal documents to get the corporation functioning legally.

When you visit for a consultation to review your existing estate plan the fee is at an hourly rate. Usually, at the conclusion of the consultation an oral or written estimate will be given to you of the time required to revise your estate plan.

If you are an Executor or an Administrator in a probate proceeding, the monthly statements will show the time spent, but the fee will be determined by statute and confirmed by an Order of the Court. The statement will indicate the portion of the accumulated costs that should be paid.

If you are a Conservator in a conservatorship proceeding, the monthly statements will show time spent, but the court will determine the fee. I will request of the court a fee based on the hourly rate. The statement will indicate the portion of the accumulated costs that should be paid.

If you are a Trustee in a trust administration, the fee will be a fixed-fee for specified services, and then an hourly rate for other services charged against a retainer.

The monthly statement will list the costs I pay on your behalf. The costs associated with each endeavor vary. These costs include, but are not limited to, telephone, copies (including a copy of this file if you transfer from this office), facsimiles, postage, delivery, service of process, court fees, and recorder fees. Whenever possible I forward to you for payment the invoices sent to me by others for services I request on your behalf; if I forward these invoices, I will request you pay them directly and will not list them on my statement.

If I hold your money in my attorney trust account, I will pay costs attributable to your matter when they become due. If I am to pay attorney fees with the money in the trust account, those fees will be transferred to the law corporation account after the monthly statement is sent to you.

If your account is not paid on time the statement will include a late-payment charge of one percent (1%) per month. This late-payment charge will be compounded monthly.

### ***Your Responsibility***

Upon receipt of your monthly statement, please communicate any questions about or corrections to the statement.

Please pay your statement upon receipt, but no later than the 10<sup>th</sup> of the following month.

Please pay the fee for an initial consultation before you depart.

If you are preparing an estate plan, whether it be a Will Estate Plan, Life Insurance Estate Plan or ILIT Estate Plan, the date and time of your signing appointment will be established at the initial conference. Should you need to change the date of the appointment you must do so no later than seven (7) days after the initial consultation. If you must change the appointment after that time, your statement will reflect the additional time necessary for my assistant to redate and republish documents being prepared for the signing appointment. If your fees are otherwise covered by insurance, this fee is your personal obligation and will not be paid by your legal insurance plan.

In all employments, if it is necessary for you to cancel an appointment, please do so at least twenty-four (24) hours in advance; otherwise the statement will show a charge at the

hourly rate for one-half hour of attorney time. If your fees are otherwise covered by insurance, this fee is your personal obligation and will not be paid by your legal insurance plan.

If you are being billed at a fixed-fee for specific services, usually an estate plan, but, including a Living Trust Estate Plan not reimbursed to you by the insurance company, please pay one-half of the fixed-fee upon receipt of the employment agreement; the remainder is due at the signing of the documents.

If you are being billed at a fixed-fee for specific services and you delay completing (signing) documents beyond two months from the initial conference, the fee for services will be the agreed upon fixed-fee plus an hourly rate commencing two months after the initial conference.

If you are an Executor or an Administrator in a probate proceeding or if you are a Conservator in a conservatorship proceeding, please pay to my trust account the amount of fees requested to be approved by the court prior to the filing of the petition requesting those fees.

Some fee arrangements are commenced with the payment of an advance fee known as a retainer. If you pay a retainer, then whenever the retainer balance is less than \$1,000.00, to replenish the retainer please pay the amount indicated in your agreement or on the statement, which may be up to \$5,000.00.

If you delay in completing (signing) your documents beyond two months from the date of the initial conference, the fee for services from that point forward will be the fee initially set plus my usual hourly rates for redrafting, redating, and republishing the documents. If your fees are otherwise covered by insurance, this fee is your personal obligation and will not be paid by your legal insurance plan.

If your agreement for services includes a retainer of money, please pay the retainer as soon as you have access to funds, but no later than fourteen (14) days after the initial appointment. Once the retainer is completely credited to your account, please pay your statement upon receipt, but no later than the 10<sup>th</sup> of the following month.

You grant J.R. Hastings Law Corporation (“Corporation”) a lien on any and all claims or causes of action that are the subject of this representation. The lien will be for any sums owing to the Corporation for any unpaid costs or attorney’s fees at the conclusion of the Corporation’s services. The lien will attach to any recovery you may obtain.

### ***When Your Statement is Marked “PAST DUE”***

Whenever a payment has not been received by the 20<sup>th</sup> of the following month the subsequent statement will be marked “PAST DUE”. In order for our relationship to continue, you must pay the amount of the statement in full, plus pay an advance, refundable retainer as specified, which I will hold in the trust account and use to credit your account. At the end of our providing services, any balance of the retainer will be returned to you.

\*This law office does business as a California corporation entitled J.R. HASTINGS LAW CORPORATION (“Corporation”).

061207