

Initial Advice for New Clients
Kain & Burke, PC

Thank you for selecting our firm to provide you with a legal consultation. Below is free initial advice that we would suggest you read prior to your consultation. Hopefully, you will find this helpful in preparation for your meeting with an attorney today.

Confidentiality. Everything you tell our attorney today is held in the strictest confidence. Please be frank, open, and complete, and rest assured that neither the attorney nor any member of our staff will breach your confidence or talk about you or your case outside of the office. However, there are certain exceptions with regard to the attorney-client privilege and to confidentiality. For example, if a person is planning to commit a crime or do harm to others, there may be a duty to disclose that for the protection of others.

Honesty with your attorney. You should never lie to your attorney. It is important that you be totally honest with the attorney because without knowing all of the true facts, the attorney cannot render good, sound advice, and cannot competently represent you. There should be no surprises in court, and therefore, your truthful summary of the facts of the case is in your best interest and much appreciated. You must be completely honest with your attorney at all times.

Notes and records. Our attorneys and other staff members may take notes when meeting with you. These notes are kept in your confidential file and are not disclosed outside of the office without your permission. They are the attorney's work product. From time to time there may be recordings made of meetings to assist the attorney in preparing pleadings and other documents on your behalf. Those recordings likewise are work product and are kept confidential.

Legal fees. Legal fees generally are based upon the amount of time spent on your case. We ask that you provide payment to our receptionist for the initial consultation and all subsequent attorney meetings immediately following the consultation and before you leave our office. We accept checks, cash, MasterCard, Visa, and Discover. If you hire our firm for ongoing work, you will be meeting with our office manager to review and sign a Fee Agreement.

Fee Agreement for additional work. If you hire our firm to do work beyond the initial consultation, our office manager will explain our standard hourly Fee Agreement to you. While fees are based largely on the amount of time spent, you will find when you read the agreement that there are other considerations taken into account in charging a reasonable fee. Please familiarize yourself with the Fee Agreement by reading it in its entirety.

Retainer. For ongoing services, a retainer is paid by the client prior to beginning work. The retainer is kept in a trust account. Please understand that the retainer is not an estimate of fees, it is not a cap on fees, and it is not the fee. It is merely a security deposit to protect the firm so that we are paid for the work we do for clients. You are expected to pay your bill each month for ongoing work, and the retainer generally is refunded to you at the end of the case. Please read the Fee Agreement thoroughly to have a complete understanding of how the retainer is handled.

Estimate of fees. When we take new cases, we have found that it is impossible to estimate what your total legal fees will be because we do not know how much of our time will be needed to handle the matter for you. The total fees are based upon the amount of time that you and your case demand of us. We charge for all consultations, correspondence, e-mails, phone calls, and all time spent on your case. Some of that is within your control. While you are welcome to e-mail or call us as often as you feel is necessary, be aware that you are paying for that time. You can help keep your fees down by asking several questions at one time and contacting us less frequently. Responding to daily phone calls or e-mails is extremely time consuming, and therefore, will be expensive. Please keep that in mind throughout the case to try to save yourself some money. Be efficient in your use of the attorney's and the paralegal's time while bearing in mind that communication of pertinent information to your case is essential at the same time.

Outcome of your case. If you hire our firm for an ongoing case or ongoing legal matters, be aware that we will do everything possible to provide you with good advice and maximize your chances of seeking and meeting your goals, whatever they may be. However, there are never any guarantees, since the outcome of the case may be dependent upon a judge, a jury, an arbitrator, the Internal Revenue Service's view of tax consequences, and other matters beyond our control. We do everything possible to render competent legal services and to provide you with good legal advice. However, the outcome of the case does not relieve you of your obligation to pay for legal services rendered on your behalf.

Welcome! The above being said, we would like to welcome you to our firm, and thank you once again for selecting our firm for your legal needs.

Your signature below indicates your understanding and agreement to the above. This agreement will be supplemented by the formal Fee Agreement, which you will be asked by our office manager to review and sign before further legal services are provided after the initial consultation.

By checking this box, I hereby acknowledge by electronically signing this Initial Advice for New Clients document that all terms and conditions apply.

Client signature

Client signature

Printed name: _____

Printed name: _____

Date: _____

Date: _____