



Lawyers since 1897

Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034

www.ryanswansonlaw.com

Terms of Engagement

This document explains the general terms of your agreement to retain us for representation in connection with certain legal matters. Please review and keep this statement for future reference. Any arrangement that differs from these Terms of Engagement set forth in an engagement letter to you supersedes these general terms. If you have questions or concerns regarding these terms, please ask your attorney.

Management of the Engagement

One or more attorneys will be designated to be principally responsible for the work we do on your behalf. The work may be performed by your attorney or by other attorneys and/or paralegals in the firm as may be required by the specifics of your matter. Using this model allows us to provide you the most prompt and cost-efficient legal services.

The Scope of Our Work

We are committed to representing your interests, but cannot guarantee the outcome. Our opinions and advice are based upon your disclosures, our knowledge of the facts and our understanding of the state of the law at the time.

When you engage our firm for litigation purposes, you also authorize us to execute all complaints, claims, pleadings, dismissals and orders on your behalf. However, no settlement will be completed without your consent.

Setting the Fees

The Supreme Court of the State of Washington has established guidelines which we have considered in determining the fee structure for our professional services. They include:

- The time and labor required, the novelty and difficulty of the questions involved and the skills required to perform legal services properly.
- The fee customarily charged in the locality for similar legal services.
- The dollar amounts involved and the results we seek to obtain for you.
- The experience and abilities of the lawyer(s) performing the legal services.

Among these factors, we are especially considerate of the time and effort required when billing for our services. We will keep records of the time we devote to your work, including conferences, telephone calls, correspondence, negotiations, court appearances, factual and legal research and analysis, document examination, preparation and revision of documents, travel on your behalf and other related work action requisite to properly address your legal matter(s).

At our discretion, we may adjust our fees on an annual basis. Our engagement is for the fee rates in effect when the services are provided and you will be billed at those rates.

We are often asked to provide a cost estimate of fees, however, an estimate should not be considered a maximum or a fixed fee quotation. The actual charge payable by you may be more or less than the amount estimated based on the work performed and matters that develop.

In litigation matters, a contract or statute may give you the right to recover attorney's fees from another party. You remain responsible for paying our fees and costs even though there is such a right. You should also be aware that sometimes courts do not award all fees and costs even though a contract or statute provides that the prevailing party is entitled to all such fees and costs.



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Costs and Expenses

In most matters, costs for third party services, such as for a consultant or court reporter (provided in conjunction with your representation), will be billed to you directly by the third party provider. On occasion, these costs may be billed to and paid on your behalf by the firm and your reimbursement of these costs will be required to be paid in full on a monthly basis.

We do not charge for long-distance telephone calls, facsimiles, postage for correspondence or photocopy projects under 250 pages per month. We will, however, charge you for any out-of-pocket expenses such as third-party photocopy projects, computer-assisted research, operator-assisted conference calls, courier and delivery charges, filing fees, depositions and transcripts, witness fees, travel, outside experts and consultants (including accountants, appraisers and other legal counsel), as well as automated document production (such as desktop publishing, computer-assisted graphics, and color copying). In most cases, you may need to produce electronic information and we will need to review the electronic information produced by others. In order to process this information, we manage this process internally at competitive rates (\$500 per gigabyte) although some unique projects may still need to be outsourced. We will provide you with a quote for your project if requested in advance or a quote from an outside vendor.

Advance Fee Deposits and Trust Deposits

Based upon the scope of legal work and terms of engagement, an advance fee deposit is required to be deposited in the firm's trust account to be applied against fees and costs incurred.

All advance fee deposits and cost deposits we receive from you will be placed in a trust account. Unless your account can reasonably be expected to have a net return or unless you request a segregated account, such advance fee deposits and cost deposits are generally required to be part of a pooled fund established under rules of the Supreme Court of the State of Washington. Interest earned on the pooled fund must be paid to The Legal Foundation of Washington, a charitable foundation for legal assistance programs. If your funds are not held in the pooled account, any interest earned will be added to your trust account balance and must be included in your taxable income.

Advance fee deposits may be applied to billed fees and costs 10 days after the date of our billing, unless you advise us to the contrary. Deposits which you provide to cover specific items will be disbursed only for that purpose unless you agree to have the deposits applied differently. When our work has concluded or it is determined that the advance fee deposit amount is no longer necessary, the unapplied balance will be returned to you. All deposit and disbursement activity on your trust account will be reflected on your monthly invoice.

Billing Arrangements and Terms of Payment

We bill on a regular basis each month for both fees and costs. Payment is due upon receipt unless we have agreed in writing to some other payment schedule. Fees and costs billed and not paid within 30 days will accrue a service charge of the lesser of 1% per month or the highest rate permitted by law. If there is a dispute regarding an invoice, the dispute needs to be addressed within 60 days of the date of the invoice or the invoice will be considered correct. If payment arrangements are necessary, please contact our Client Accounts and Collections Coordinator at (206) 654-2248.

If your account becomes delinquent and the delinquency continues without an arrangement for payment satisfactory to us, we may withdraw from further representation and/or pursue collection of your account. If your account becomes 90 days past due, you agree we may suspend further legal work until your account is current.

When you engage us to represent you, you also agree to pay us for the costs of collecting your account, including court costs, filing fees and reasonable attorneys' fees, should that action become necessary.



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Credit Card Payments

For your convenience, we accept American Express, Mastercard and Visa for payment of your account. If you wish to use your credit/debit card, please visit <https://ryanswansonlaw.com/payments>, or contact Client Accounts at clientservice@ryanlaw.com or (206) 654-2248. Effective January 1, 2019, a 1.5% fee will be added for payments by credit/debit card (excepting payments to the firm's IOLTA trust account) as a partial offset of the increased expenses we incur to facilitate such payments by credit/debit card. There will be no charge for ACH or eChecks.

Termination of Our Services

Except in very limited circumstances where court approval is necessary, you may terminate our representation at any time by notifying us in writing. Upon our discharge, you will be responsible for all outstanding fees and costs. If there are fees and costs associated with terminating or transferring the work to others, you will be responsible for those as well. In contingency fee matters, a reasonable fee will be charged for all services we rendered through termination.

At times, circumstances require us to stop representing you. As legal professionals, we are bound to adhere to strict rules and regulations that may require or allow us to withdraw our legal representation of you. For example, but not limited to the following, we may withdraw representation due to nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice and/or conflict of interest. We try to identify and discuss with you, in advance, any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we will notify you when we reach that conclusion.

Should a disagreement regarding representation or incurred fees arise, we desire to resolve disagreements to the satisfaction of both parties in a prompt, informal and amicable manner.

Records, Files and Documents

At the conclusion of this matter, you may request the return of all files assembled by the firm on your behalf relating to the engagement. If no arrangements have been made for the return of your files, we will have no further obligation to retain the files and may, at our discretion, destroy the files without further notice. Please be aware that we do not keep files for more than a year after the conclusion of a case. Therefore, if you would like your files, records and documents, you should request them at the conclusion of the matter.

Let Us Know

We strive to satisfy you with prompt, quality legal services and we appreciate knowing how you feel about our work. We encourage you to provide us with feedback by advising your attorney or our Managing Director. Your comments will assist us to better serve all of our clients' needs and desires.