

**Your Virtual Attorney through Michigan Online Attorney And  
The Law Office of Kathryn M. Wayne-Spindler, P.C.**

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800-809-9414

**ATTORNEY-CLIENT AGREEMENT for LIMITED SCOPE SERVICES**

This limited services agreement is entered into between \_\_\_\_\_ ("Client") and The Virtual Attorneys at the LAW OFFICE OF KATHRYN M. WAYNE-SPINDLER PC., ("Attorneys") based on the following terms and conditions:

**1. Scope of Representation**

Client has hired Attorney on a consultation basis regarding \_\_\_\_\_.

This Agreement is for limited legal services compared to the complete array of services that Attorney provides during full scope representation.

Client understands limited scope means Attorney **will not** do the following:

- appear in court on Client's behalf
- attend mediation session (or sessions) with Client
- accept service of process or legal documents on Client's behalf
- consult with Client during negotiations
- negotiate the settlement agreement, judgment, or consent order settling substantive issues with the other party or opposing counsel on Client's behalf
- communicate directly with the other party or opposing counsel
- conduct factual investigation by contacting or interviewing witnesses
- be responsible for discovery or court deadlines because Client is directly managing his or her case

**2. Attorney Services that will be provided as requested**

Attorney must disclose limited scope services on request and abide by ethical duties to the court and to other attorneys. Attorney will provide the following limited services based on the below hourly or flat fee rates:

- a. \_\_\_\_\_ Evaluation of Client's situation and advice regarding legal rights and options to resolve issues.
- b. \_\_\_\_\_ Advice regarding alternative means to settle disputes.
- c. \_\_\_\_\_ Consultations with scheduled meetings, phone calls, and e-mails and other modes of communication to assist Client.
- d. \_\_\_\_\_ Review of correspondence and court documents.
- e. \_\_\_\_\_ Preparation of agreed on legal documents such as the complaint or judgment or any additional agreed on documents and instructions regarding court procedures.
- f. \_\_\_\_\_ Legal research and analysis.
- g. \_\_\_\_\_ Pre-mediation consultation (or consultations) regarding process, preparation, and legal analysis.
- h. \_\_\_\_\_ Post-mediation review of draft agreement.

If Client and Attorney agree to expand legal services, a full scope agreement must be signed and an additional fee deposit paid before an appearance by Attorney will be filed with the court. At that point you will be leaving our "Virtual World" and become a full services client.

**3. Client Responsibilities**

Client will manage his or her own case and agrees to the following:

**"We are Happy to Assist You with Confident Aggressive Legal Counsel in your Neighborhood"  
at the Law Offices of Kathryn M. Wayne-Spindler, P.C.**

- a. You will communicate directly with the court, opposing counsel, and any opposing counsel because Client is in pro per, which means to represent himself or herself.
- b. You will request assistance from Attorney with at least 14 days' notice before any court imposed deadline. "The Court will give you deadlines and some of the things that will be requested are time consuming. You will receive those dates with ample notice sometimes several months. You will want to give yourself and our staff time to help you effectively." If you give us less than 14 days notice we may still be able to help you but a rush fee may apply.
- c. You will be responsible for requesting any necessary documentation and for the overall discovery of information in Client's case and to provide to Attorney all information that may be relevant to obtaining Attorney's counsel and advice because Attorney is providing limited legal services. We can help you in some limited ways so please ask if there are things you believe are missing or important in your case that you do not have in your possession.
- d. You will provide copies of all information and documents received from the court, opposing party, or opposing counsel that may be relevant and inform Attorney of any change of address, phone number, or e-mail for Client, opposing party, or any opposing counsel when known. This helps us to help you.
- e. You will need to follow all court rules and rules of evidence at court and comply with court orders in Client's case. This is the lawyer thing that we know how to do and may be hard for you to do. We will try to give you as much guidance as possible.

#### **4. Attorney Compensation**

The rate for services is \$2.00 per minute and \$1.00 per minute legal assistants. Time is charged based on the start and end time of any task or communication. The first 30 minute consultation are free so that we can develop a relationship with you and you are comfortable working with us. This does not include review, drafting or edits of documents. This is a "getting to know you" consultation only.

- a. *Advance fee deposit.* Client will provide a credit card on account that will be held and charged immediately upon work done on the your matter. Client will pay \$500.00 at the beginning of our relationship to be held in trust until services are complete. It can be applied toward the final bill. This deposit is due before services are commenced. Any remaining deposit after the final billing will be refunded by check to Client.
- b. *Consultation.* If a deposit fee is not paid by Client, it is agreed that Attorney was hired for a thirty minute consultation only and Client's file will be closed after consultation is completed. No further work will be performed without an advanced fee payment and on the agreement of Client and Attorney.
- c. *Services covered.* Client understands the these rates apply for time invested on Client's behalf including phone calls, e-mails, texts, legal research, correspondence, legal pleadings, meetings, travel, and all other time requested by Client. We will endeavour to give you a good estimate of time and will cap our time within 30 minutes of the estimate. It may be less than the estimated time and you will benefit from that too.
- d. *Payment of expenses.* Client will directly pay for any expenses such as court filing fees, courier and process server fees, certified mail, recording fees, discovery fees, and other similar expenses.
- e. *Mediation.* The court may order mediation if an agreement has not been reached by consent. Mediation does not take away the right to assistance from the court. However, once a mediation agreement is signed or recorded, it is an enforceable contract. Mediation may be more cost effective and convenient then court hearings. A mediator charges an hourly rate directly to Client and normally divides fees equally between the parties. Client will be directly responsible for any mediation expenses.
- f. *No guaranty.* Attorney cannot make any guaranties concerning the outcome of pending issues. The goal is for Client to make informed decisions after review of relevant considerations, such as explanation of laws related to pending issues, the available courses of action, and possible range of outcomes for Client to make the best decision to settle or seek assistance from the court. Attorney's comments based on prior experience about potential range of outcomes are expressions of opinion only because there is no way to predict the outcome, how much time will be expended or total costs that will be involved.

- g. *No estimate of total fees.* The total fees will depend on the case complexity and cannot be determined in advance. The actions of the opposing party, opposing counsel, and the court will affect the fees. Attorney may attempt to provide Client with a likely range, but this estimate should not be construed as a minimum or maximum of attorney fees.

## **5. Communication**

Attorneys will make all reasonable efforts to answer Client's inquiries promptly. There may be times when Attorneys cannot return calls personally or respond immediately due to court hearings, mediations, meetings, weekends, and holidays. Attorney's staff may return calls or provide basic information but cannot give any legal advice. Client understands frequent contact will increase fees significantly. We are saying this for your benefit not ours. We will love to talk about the law and to our clients, just remember the billing process is on.

- a. E-mail and all electronic devices. Client is responsible to use secure password protected accounts and to protect any electronics to maintain privacy. Client understands employer-owned devices or employer e-mail and shared accounts will not be confidential and subject to discovery as evidence. Attorney maintains procedural safeguards to protect personal information. However, it is impossible to guarantee the security of electronic information. This is just the world we live in but we do try our very best.
- b. Confidentiality. To maintain attorney-client confidentiality, Client understands that friends or family cannot and should not communicate on behalf of Client with Attorney. If client brings family or a friend to any sessions with Attorney, it violates the attorney-client privilege and anything discussed will not be confidential. Client understands all social media posting may be used as evidence.

## **6. Withdrawal or Discharge of Attorney and Closing of File**

Client's case will be closed once the requested services are completed. Client may discharge Attorney at any time on presentation of written notice.

Client understands that MRPC 1.16 allows Attorney to withdraw from presentation of Client in a number of situations, including the following:

- a. Client insists on pursuing a course of action that Attorney considers to be dishonest.
- b. Client fails to substantially fulfill an obligation to Attorney regarding Attorney's services and has been given reasonable warning that this conduct will result in withdrawal. For example giving us 24 hours notice on something we needed far more time to do and doing that multiple times. We want to help you but need to have rush projects be kept to a minimum.

The Michigan Rules of Professional Conduct prohibit tactics and strategies employed to harass, embarrass, or unreasonably delay litigation progress.

## **7. File Policy**

Attorney will provide Client with electronic copies of relevant documents during the case. If Client requests additional copies, hourly rates apply along with related costs to resend documents to Client. Client understands Attorney's notes and documents in Client's file compiled by Attorney are the property of Attorney. Client's file will be electronically retained for at least 3 years.

Client agrees to pick up any original documents such as deeds, wills or trusts within 30 days after services are completed. If Client does not pick up any original documents within 30 days, they will be electronically stored as copies. Please let us know if you are having trouble coming to the office or would like them mailed. We will try to accommodate a reasonable request.

## **8. Informed Consent**

Client has carefully read this agreement and considered the additional information and advice that Attorney has provided. Client understands the possible risks and benefits of this limited scope legal services arrangement. Client knowingly and intentionally enters into this agreement for limited scope legal services.

This agreement governs all legal services performed by Attorney on a consulting basis with Client commencing on the date the Attorney first performs services for Client. This agreement takes effect as of the date signed by both Attorney and Client.

\_\_\_\_\_  
Attorney at The Virtual Attorney.

I have read and understand the foregoing terms and agree to them.

Date: \_\_\_\_\_ Client Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**RECEIPT**

Receipt of the sum of \$500.00 is acknowledged as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for purposes as agreed upon in the above mentioned agreement.

\_\_\_\_\_  
Received by