

Law Firm of John L. Lumpkins Jr., PLLC Practices and Procedures

Legal Fees and Cost Containment

I am committed to providing you with excellent representation at a reasonable cost. Fees will be based upon either the hourly billing rates of the lawyer and staff working on your matter or upon a flat fee arrangement. The engagement letter sets forth the specifics on the fee arrangement. I will assign any staff based on the legal expertise and experience required, plus applicable time constraints.

Expenses and Billing

In order to simplify billing and control your costs, you will not be billed for any administrative costs incurred on your behalf, such as postage, in-house copies, local or long distance telephone charges, facsimile transmissions or in-house computer-based legal research. I will, however, pass along certain out-of-pocket charges, including commercial document deliveries (UPS, Federal Express, private couriers, etc.), filing fees, court reporters, transcripts, service of process fees, outside printing and copying, outside legal research, travel outside of Central Virginia (e.g. air fare, car rental, and mileage at the rate of \$0.50 per mile), and other expenses paid directly on your behalf.

I will make every effort to apprise you of costs in a timely manner and in advance whenever possible. In certain situations, you may be required to pay the firm in advance or pay the vendor directly for an out-of-pocket expense.

For matter billed on an hourly basis, I produce monthly billing statements, which will provide you with an itemized account of any fees or expenses from the previous month. If there are not enough funds in trust to cover the monthly charges, the statements are due and payable upon receipt. I accept cash (\$U.S.), check, and all major credit/debit cards (I request that deposits in excess of \$2000 be made by check). Funds on deposit will be applied by the firm toward the payment of monthly statements, which will be reflected on your billing statement. As fees and costs are charged against this deposit, I may require additional funds to be paid in deposit.

Confidentiality and Data Security

My firm adheres to all applicable rules of professional conduct and makes every effort to safeguard confidential information. In order to expedite work on your behalf and reduce costs, we frequently use facsimile transmission, electronic mail (e-mail) and cellular telephones. It is conceivable that those and similar means of communication could be misrouted or intercepted, resulting in a disclosure of confidential information. Your consent to such communications on your behalf is assumed unless you expressly inform me otherwise in writing. Still, **please do not send sensitive information such as social security numbers, bank account information, to us via regular email.** The firm uses two cloud-based systems, [Clio](#) (a practice management system) and [NetDocuments](#) (a document management system). Both systems provide tools to (more) securely share messages or documents.

Ending Your Engagement & Document Retention

I hope our relationship will last far beyond the completion of this engagement, which will conclude as stated in the engagement letter, or not later than the payment of a final billing statement for this matter. As part of the services provided for you, you will receive copies (or originals, as appropriate) of documents created on your behalf. Following the conclusion of this engagement, the file for this matter will be closed and stored for a minimum of seven (7) years, or longer at the discretion of the law firm. Most documents will be archived in electronic format. If you request documents after the files have been archived, you may be charged for the cost of retrieval and duplication. Original documents you provided to us will be returned to you. The file and its contents may be destroyed after seven years without further notice to you. You may terminate this agreement at any time upon written notice to me. Likewise, subject to the Rules of the Supreme Court of Virginia and Rules of Professional Conduct governing Virginia lawyers, the firm reserves the right to withdraw as counsel upon written notice to you.

*Please contact me with any questions regarding these practices.
I appreciate the opportunity to work with you.*