

## **RANDALL|DANSKIN, P.S.**

### **REFUND POLICY**

Updated: October 28, 2019

In order to avoid any confusion arising from the nature of the financial aspects of an attorney-client relationship with a lawyer employed by Randall | Danskin, P.S., a Washington professional service corporation, we provide this refund policy to help convey an understanding to our clients and prospective clients concerning the payment, retention, earning and return or refund of legal fees.

Randall | Danskin, P.S. is committed to a high level of client service. This includes clearly communicating the costs associated with the representation and the processes and practices we employ in order to facilitate payment of legal fees. This policy is our attempt to explain such processes and practices and to clearly define the distinction between the return of unearned legal fees and refunds of legal fees.

#### **Retaining Randall | Danskin, P.S. as Legal Counsel:**

##### **Retainer Fee Arrangements**

Some clients hire Randall | Danskin, P.S., through and by execution of a **retainer fee agreement**. Other clients, depending on the nature of their matter, may instead be asked to execute an engagement agreement that does not include any advance payment of a retainer fee. Where a retainer fee agreement is employed, this means that monies are paid to Randall | Danskin, P.S., in advance of the rendering of legal services by employed attorneys. Whether retainer fees are required and, if required, the amount paid in advance, e.g., the amount of the “retainer fee”, is dependent upon the service that is going to be rendered, the anticipated complications and undertakings required of the attorneys and staff of Randall | Danskin, P.S., and the facts and circumstances with respect to which the client is seeking legal services.

Retainer fees paid in advance are not yet earned at the time of payment (i.e., the retainer fee is an advance payment of legal fees held as security to insure eventual payment of legal fees). Retainer fees are deposited into and retained by Randall | Danskin, P.S., in a firm trust account in the name of the client. While in the firm’s trust account, such retainer fees remain the client’s property and may be withdrawn or applied to eventual billings in accordance with the terms of the fee agreement by and between the client and Randall | Danskin, P.S.

Where a retainer fee has been required, Randall | Danskin, P.S. earns fees when employed attorneys or staff have rendered legal services in furtherance of a client’s matter. The obligations to pay legal fees accrue at different rates depending on who is performing the service - an attorney, paralegal or other staff member - and for costs that accrue in providing legal services to the client (e.g. filing fees, copy charges, mileage, etc.). Randall | Danskin, P.S.’ regular practice is to send an invoice of fees and costs accrued in the preceding month for the client to review. If the invoice is acceptable, Randall | Danskin, P.S., in accordance with the applicable fee agreement, may debit monies from the client’s trust account to pay the monthly charges invoiced. Alternatively, the client fee agreement may require that the client simply pay the monthly invoiced charges as they are invoiced, leaving the entire retainer fee on deposit (as security) until completion of the matter and payment of all accrued fees and costs.

## **Final Invoices and Reimbursed Retainer Fees**

If the client's matter is completed and there are outstanding fees and costs, and no part of the retainer fee remains in the client's trust account from which to satisfy those fees and costs, the client will receive a final invoice of outstanding fees and costs from Randall | Danskin, P.S. Alternatively, if the client's matter is completed, all outstanding fees and costs have been satisfied, and all or any part of the retainer fee remains in the firm's trust account, the remaining balance of the retainer fee is considered unearned fees, in which event, Randall | Danskin, P.S. will promptly return all the unearned fees to the client.

## **Refunds vs. Reimbursements**

Refunds are separate from the normal, above process of paying, retaining, earning, and returning unearned legal fees. Rather, refunds are typically the result of an after-the-fact fee dispute, accounting error or a statement from the client conveying displeasure with the quality of legal services provided by the employed attorneys of Randall | Danskin, P.S.

In the event that a potential client pays a retainer fee to Randall | Danskin, P.S. before retaining our services and we subsequently decline representation, Randall | Danskin, P.S. will refund the entire amount of the retainer fee to the client as unearned fees. If a potential client pays a retainer fee to Randall | Danskin, P.S. and subsequently chooses not to retain Randall | Danskin, P.S. or if during a representation, the client elects to discontinue its attorney-client relationship with Randall | Danskin, P.S., we will return the unearned fees, retaining the amount due and owing where representation has been commenced, as compensation for legal fees and costs incurred to date in respect of the client matter. Time expended by the employed attorneys and staff members of Randall | Danskin, P.S. (e.g., for the initial consultation and any subsequent work performed, including, without limitation, document preparation, telephone calls, court appearances, depositions, motion/hearing/trial preparation, research, travel to court and time expended to close the case at client's request, etc.) will be invoiced at the hourly rate specified in the fee agreement and deducted prior to the refund of the unearned portion of any retainer fee.

Randall | Danskin, P.S. processes all reasonable written requests for refunds. Our firm will review the entire contents of the client's physical, electronic and billing file when processing such a request. Within ten (10) days of receipt of reasonable requests for refund, our firm will send a written response either denying the request, requesting more information or granting the request. The decision as to the response remains completely within the discretion of Randall | Danskin, P.S.

Ultimately, the attorneys and staff at Randall | Danskin, P.S., would like to avoid the need of having to consider a refund and we always strive for transparency in regard to the financial aspects of our attorney-client relationships. Thus, we encourage our clients to ask questions and to communicate their concerns to our office immediately upon identifying any concerns or questions with respect to our billing practices. We endeavor to answer or address such questions or concerns immediately. Such a process also permits our firm to continue to grow and improve its provision of legal services. For example, we may change an internal process or add language to our attorney-client fee agreement to prevent misunderstandings in the future.

So, please keep the above in mind as you make your decision to engage Randall | Danskin, P.S. to render legal services on your behalf.