

R. CORBIN HOUCHINS

TERMS OF REPRESENTATION

RESPONSIBILITY FOR WORK

I will have primary responsibility for your work, but may associate other attorneys, legal assistants and/or paraprofessional personnel to work on specific aspects of your matters. Such persons will be identified in statements of account. In all cases, I will retain control of the quality of services delivered to you in my name.

PREDICTION OF OUTCOMES

Legal advice often involves attempts to predict the actions of administrative agencies, courts, or other parties. I exercise my best professional judgment in assessing the probability of specific outcomes, but cannot guarantee the accuracy of any prediction. Moreover, all such assessments are subject to increasing uncertainties with the passage of time, as factors affecting outcomes may change, and such changes may not become apparent until well after their effects occur.

FEES

The reasonable value of legal services is ordinarily determined by the amount of time spent on client matters and the expertise of the attorney performing the work, but I am pleased to arrange project fees in cases where that value can be determined in advance. Time expended may be reduced by the efficiency of procedures developed to handle frequently encountered issues, with the result that novel matters often involve higher fees. I will keep accurate records of time devoted to your matters and describe the work with specificity on statements of account.

If desired, I will estimate the fees and costs likely to be charged in a particular matter. Except for specifically stated project fees, estimates are not guaranteed maximum amounts. It is seldom possible to predict exactly how much time and effort will be required, especially for matters that involve resolving adverse administrative rulings, litigation, or contract negotiations, in which factors beyond my control inevitably affect the time required.

COSTS ADVANCED

In providing the services for which I am engaged, I may incur out-of-pocket costs or obligations, which will be itemized on your statement of account. You are responsible for payment of such costs that are, in my judgment, necessary for proper rendition of services. They typically include messenger, courier and express delivery charges, computerized research costs, photocopying; filing or application fees, travel expenses, and charges of experts and consultants, including accountants and appraisers, and of correspondent counsel. Costs may be recorded and billed after final accounting for legal services in a matter.

STATEMENTS OF ACCOUNT

Statements are ordinarily rendered as Acrobat (.PDF) files via email, unless other arrangements are made in writing. If you have any questions about a statement, please communicate with me promptly. There is no charge for time spent responding to client inquiries about bills.

PAYMENT PERIOD

Statements are payable in full within ten (10) days from the date of the statement, unless other arrangements are set forth in our engagement letter. After one month from the date of the statement, any unpaid fees or costs will accrue simple (non-compounded) interest at the rate of one percent (1.0%) per month, equivalent to an annual rate of twelve percent (12.0%). Payments are applied first to accrued interest, then to unpaid costs, then to unpaid fees.

BILLING ISSUES

If statements are not consistently paid on time, I may withdraw as your attorney. Past due accounts of former clients may be assigned to third parties. If a disagreement arises about fees, you may request arbitration through the Washington State Bar Association. I will gladly participate in any such arbitration.

RETAINERS

I seldom use retainers, which are essentially payments for availability and are earned upon receipt. For some matters, I may require a deposit against fees and costs to be billed in the ordinary monthly accounting cycle. I place such deposits, which are often mistakenly referred to as retainers, in trust; the funds belong to the client until they are applied to a statement of account.

TRUST ACCOUNTS

I may receive and disburse funds on your behalf for various reasons. Funds received as a deposit against fees and costs may be expended to pay my statements of your account, but will not be applied to that purpose before at least ten (10) days from issuance of the statement.

Funds placed in a trust account will appear in a separate accounting on statements of account. If the amount is small or to be held for only a short time, I will place it in a non-segregated trust account that does not bear interest on your behalf; any interest earned on pooled trust deposits is paid to the Washington State Bar Foundation to help fund legal aid services. Larger deposits that are held for a longer period of time will be deposited in a separate, interest-bearing trust account for your benefit. Such interest is income to you for income tax purposes. I do not assume responsibility for the rate of return or for managing trust funds as investments.

TERMINATION OF SERVICES

You may terminate our attorney-client relationship for any reason at any time simply by giving me notice by any reasonable means, oral or written. Termination does not affect the obligation to pay for legal services and expenses incurred up to the time of notice.

I may terminate our attorney-client relationship if I find it necessary to withdraw from representation, which can occur only upon notice to you and will not result in compromising your interests in any pending matter. In making such a decision, I must abide by the Rules of Professional Conduct applicable to all attorneys in Washington and well as by my own professional standards of practice. The Rules of Professional Conduct allow me to withdraw as your attorney in some circumstances and require it in others. Circumstances covered by the Rules of Professional Conduct include conflicts of interest and failure by the client to pay for fees or costs, to inform me fully regarding material facts, and to act consistently with my advice.

DOCUMENT RETENTION

Unless we specifically agree otherwise in writing, I do not retain drafts of documents.

At the conclusion of a matter, I will return your files to you, if you wish. Otherwise, I will retain them for a reasonable period, currently projected as seven years, following conclusion of your matters. If you do not request the return of your files in writing before the end of that period, I will have no further obligation to retain the files and may in my discretion destroy them without further notice to you. If you wish to archive your files beyond my retention period, I may arrange continued storage at your expense.

COMMUNICATION

I will do my best to provide prompt, cost-effective, high-quality legal representation. Please keep me informed of your assessment of my performance. I will be grateful to receive all such communications.

LAW OFFICES
R. CORBIN HOUCHINS
3916 FORTY-SIXTH AVENUE SOUTH
SEATTLE, WASHINGTON 98118-1210

SCHEDULE OF FEES AND COSTS

THROUGH 30 SEPTEMBER 2010

Professional Fees

Legal fees are based on the reasonable value of services rendered.

Depending upon arrangements with the client, the amount may be determined by hourly accounting for time expended or by project rates. My basic billing rate is presently \$415.00 dollars per hour for attorney time devoted to projects in the areas of distribution law, trade regulation and licensed beverage matters.

The applicable hourly rate is set forth on the most recent statement, or in the engagement letter in the case of new clients, and will not change without at least sixty days' prior notice to the client. Time is reviewed and adjusted, if necessary, so that regardless of the time actually devoted, the fee will not exceed the reasonable value of the work.

Costs Advanced

Charges for costs incurred in the following categories will appear on the monthly statement:

Courier delivery	Cost
Governmental fees	Cost
On-line computer time and download of files	Cost
Photocopying	
Large projects (<i>e.g.</i> , litigation discovery)	Cost ¹
Routine small-volume copying	No charge
Postage	No charge
Telecopies (domestic fax)	No charge
Telephone long distance tolls	
Domestic	No charge
Overseas	Cost
Travel	Cost ²
Word Processing	No charge

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1. Third-party copying costs do not currently exceed \$0.15 per page for auto-feed copying or \$0.25 per page for manual copying. Necessary preparation of disordered materials for copying may be billed separately.

2. Travel costs are composed of transportation (auto mileage at current IRS rate, air travel at coach for flights under two hours to destination and next cheapest rate for longer flights), lodging, and meal expenses. Flights are booked with shortest travel time available through Expedia.com or comparable agency, unless client specifies another source.