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Engagement Letter and Fee Agreement – Advanced

In an engagement letter, the Licensed Paralegal (LP) explains to the client what the LP will do on the client’s behalf. In the letter, the Licensed Paralegal generally summarizes the initial LP-client interview, confirms representation, delineates the scope of representation, states when representation will begin, may discuss relevant conflict-of-interest disclosures, explains procedures for file storage and destruction, and explains arrangements for practice closure if the LP dies or becomes disabled. An engagement letter can incorporate and serve as a fee agreement, or it can be a separate letter to the client. Review the Oregon Rules of Professional Conduct for Licensed Paralegals when drafting your engagement letter to ensure compliance with the various requirements relating to engagement agreements and fees.

The following letters and agreements are sample forms only. Use of these samples will help you draft clear expectations and avoid misunderstandings between you and your clients. Use of these samples is not absolute protection against a malpractice claim.

See also the *Fee Agreement Compendium* for additional samples and information, available online via BarBooks at <https://www.osbar.org/>.

**IMPORTANT NOTICES**

This material is provided for informational purposes only and does not establish, report, or create the standard of care for attorneys in Oregon, nor does it represent a complete analysis of the topics presented. Readers should conduct their own appropriate legal research. The information presented does not represent legal advice. This information may not be republished, sold, or used in any other form without the written consent of the Oregon State Bar Professional Liability Fund, except that permission is granted for Oregon legal professionals to use and modify these materials for use in their own practices. © 2024 OSB Professional Liability Fund

# Earned On Receipt Fee AGREEMENT (Sample – Modify)

THIS FEE AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, between [Name of Client], referred to as “Client,” and [Name of Licensed Paralegal], referred to as “Licensed Paralegal”:

1. Client agrees to employ Licensed Paralegal for representation in a legal matter in connection with [*type of matter*].
2. Licensed Paralegal consents to accept such employment for the purpose of [*describe purpose of representation].* Licensed Paralegal agrees to render these services on the terms stated here: [*Describe scope of services*.] This agreement does not include [*describe services not included within the scope of this fee agreement*.]
3. **Client understands that Licensed Paralegal is not an attorney and is limited to practice only in [family law or landlord-tenant law], which is the scope of practice that Licensed Paralegal is licensed in.** [*This information must be in 14-point boldface type per ORPC-LP 1.5(f)(4)*].
4. Client agrees to cooperate fully with Licensed Paralegal and others working on Client’s case by keeping appointments, producing documents, attending scheduled court appearances, and making all payments. Client also agrees to keep Licensed Paralegal informed of any change of address or telephone number within five (5) days of the change.
5. Client agrees to pay Licensed Paralegal the sum of [*dollar amount*] for Licensed Paralegal‘s services as outlined in Paragraph 2. Licensed Paralegal will not commence representation of Client until receiving such funds. **These fees are earned on receipt**. Client understands these fees will not be deposited into Licensed Paralegal’s trust account.
6. Client may discharge Licensed Paralegal at any time and, in that event, may be entitled to a refund of all or part of the fee if the services for which the fee was paid are not completed. Licensed Paralegal reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client’s last known mailing address.

If Client discharges Licensed Paralegal or Licensed Paralegal withdraws from Client’s case before Licensed Paralegal has completed the services for which Licensed Paralegal is employed under this agreement, Licensed Paralegal is entitled to a fee that is proportional to the amount of work completed by Licensed Paralegal. Any unearned fees shall be refunded to Client. Client shall be responsible for all costs incurred in Client’s case under Paragraph 7 below.
7. Besides the fees described above, Client agrees to pay all of the costs and expenses incurred in Client’s case. Examples of such costs include filing fees, service fees, court reporter fees, and [*describe other costs*]. Licensed Paralegal will provide Client with a monthly itemized invoice describing [*optional: services rendered and*] costs incurred. Each invoice is due and payable [*insert days*] business days after mailing. Client’s failure to pay costs timely may cause Licensed Paralegal to withdraw from Client’s case as described in Paragraph 6 above.
8. Licensed Paralegal may appoint another licensed paralegal or an attorney to assist with the closure of Licensed Paralegal’s law office in the event of Licensed Paralegal’s death, disability, impairment, or incapacity. Client agrees that the assisting licensed paralegal or attorney can review Client’s file to protect Client’s rights and can assist with the closure of Licensed Paralegal’s law office.
9. Licensed Paralegal will send Client information and correspondence throughout the case. These copies will be Client’s file copies. Licensed Paralegal will keep the information in a file in Licensed Paralegal’s office. The file in Licensed Paralegal’s office will be Licensed Paralegal’s file. Licensed Paralegal will return any original documents provided unless required to be filed in court.
10. It is [**is not**] Licensed Paralegal’s practice to store files in a digital format and destroy the paper file. Licensed Paralegal will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. Licensed Paralegal will then securely destroy the file.
11. Client may report complaints related to Licensed Paralegal or the unauthorized practice of law to the Client Assistance Office of the Oregon State Bar. Reports can be made via telephone at 503.620.0222 or 800.452.8260 (toll-free) or through the Bar’s website at <https://www.osbar.org/public/legalinfo/1174.htm>.
12. Client acknowledges reading a copy of this Agreement and consents to its terms.

[*Licensed Paralegal*] [*Date*]

[*Client*] [*Date*]

# Retainer Fee Agreement*(Sample – Modify)*

THIS RETAINER AGREEMENT (“Agreement”) is made this day of , , between [*Name of Client*], referred to as “Client,” and [*Name of Licensed Paralegal*], referred to as “Licensed Paralegal”:

1. Client agrees to employ Licensed Paralegal for representation in connection with [*type of matter*].
2. Licensed Paralegal consents to accept such employment for the purpose of [*describe purpose of representation].* Licensed Paralegal agrees to render these services on the terms stated here: [*Describe scope of services*.] This agreement does not include [*describe services not included within the scope of this fee agreement*.]
3. **Client understands that Licensed Paralegal is not an attorney and is limited to practice [family law or landlord-tenant law], which is the scope of practice that Licensed Paralegal is licensed in.** [*This information must be in 14-point boldface type per ORPC-LP 1.5(f)(4)*].
4. Client agrees to cooperate fully with Licensed Paralegal and others working on Client’s case by keeping appointments, producing documents, attending scheduled court appearances, and making all payments. Client also agrees to keep Licensed Paralegal informed of any change of address or telephone number within five days of the change.
5. Client will pay an advance deposit (retainer) of [*dollar amount*] to be held by Licensed Paralegal in Licensed Paralegal’s trust account. Licensed Paralegal will not commence representation of Client until receiving such funds. Retainer funds are placed in a pooled trust account. Any interest earned by the pooled trust account is required to be paid to the Oregon Law Foundation by the Oregon Rules of Professional Conduct for Licensed Paralegals.
6. Client will be billed at [*dollar amount*] per hour for legal services rendered in the matter described in Paragraph 2.
7. Licensed Paralegal will provide Client with a monthly statement of fees and costs. Upon mailing the monthly statement to Client, Licensed Paralegal will apply the retainer to the costs and fees owed on Client’s behalf. When trust funds are insufficient to cover both fees and costs, the available trust balance is always applied to costs first, then to licensed paralegal fees.
8. Client is responsible for paying all fees and costs incurred in the matter. Examples of such costs include filing fees, service fees, court reporter fees, and [*describe other costs*].
9. Licensed Paralegal reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client’s last known mailing or email address.
10. Client reserves the right to terminate representation of Licensed Paralegal at any time on reasonable written notice to Licensed Paralegal at Licensed Paralegal’s last known mailing or email address.
11. Licensed Paralegal shall provide an accurate accounting up until the time of termination and will refund to Client any part of the retainer that Licensed Paralegal has not earned or for costs not yet incurred.
12. Licensed Paralegal may appoint another licensed paralegal or an attorney to assist with the closure of Licensed Paralegal’s law office in the event of Licensed Paralegal’s death, disability, impairment, or incapacity.
13. Client agrees that the assisting licensed paralegal or attorney can review Client’s file to protect Client’s rights and can assist with the closure of Licensed Paralegal’s law office. Client will promptly sign any withdrawal of representation or substitution of counsel to facilitate the orderly closure of Licensed Paralegal’s law office.
14. Licensed Paralegal will send Client information and correspondence throughout the case. These copies will be Client’s file copies. Licensed Paralegal will keep the information in a file in Licensed Paralegal’s office. The file in Licensed Paralegal’s office will be Licensed Paralegal’s file. Licensed Paralegal’s will return any original documents provided unless required to be filed in court.
15. It is [**is not**] Licensed Paralegal’s practice to store files in a digital format and destroy the paper file. Licensed Paralegal will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. Licensed Paralegal will then securely destroy the file.
16. Client may report complaints related to Licensed Paralegal or the unauthorized practice of law to the Client Assistance Office of the Oregon State Bar. Reports can be made via telephone at 503.620.0222 or 800.452.8260 (toll-free) or through the Bar’s website at <https://www.osbar.org/public/legalinfo/1174.htm>.
17. Client acknowledges reading a copy of this Agreement and consents to its terms.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me along with your retainer in the amount of $ [*amount*].

On behalf of the firm, I appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

[*Licensed Paralegal*] [*Date*]

[*Client*] [*Date*]

Enclosure

# Engagement Letter – No RETAINER *(Sample – Modify)*

Re: [*Subject*]

Dear [*Name*]:

Per our conference today, this will confirm that I have agreed to represent you as a licensed paralegal in connection with [*type of matter*]. The purpose for which you have retained me is [*state purpose],* and I have agreed to [*insert detail of the services you will be performing]*. I reiterate that I will not assist you with [*include details of services you will not be providing]*.

**I want to emphasize that I am a licensed paralegal. I am not an attorney, and I am limited to practice only [family law or landlord-tenant law], which is the scope of practice that I am licensed in.** [*This information must be in 14-point boldface type per ORPC-LP 1.5(f)(4)*].

At this time, I wish to set forth our agreement regarding payment of my fees.

## Licensed Paralegal’s Fees and Costs

My fees for legal services are [*dollar amount*] per hour, plus any expenses incurred, such as filing fees, copying costs, postage, and related expenses. It is difficult to estimate the time and expense that will be necessary to adequately represent you. However, I estimate the fee will be approximately [*dollar amount*]. I will also advise you before I do any work that will substantially increase the estimated amount of fees.

## Your Obligations As a Client

I have enclosed a copy of the initial interview form. If any of the information on this form is incorrect, please notify me immediately. If you have any questions about this information, please call me.

My goal is to provide you with conscientious, competent, and diligent legal services. However, I cannot achieve this goal without your cooperation. I cannot properly represent you without your full assistance in furnishing me with accurate and complete information and written materials as and when requested. My obligation to continue providing services is subject to:

* Your full and prompt cooperation in accurately and completely producing or disclosing any information my experts, consultants, or I may reasonably request in this engagement;
* Your full and prompt assistance in responding to discovery demands by opposing parties, including appearing in court;
* Keeping me advised of your address, telephone number, and whereabouts; and
* Your full and prompt payment of all sums due under this agreement for services rendered or expenses incurred or advanced.

Failure to comply with the conditions listed above constitutes grounds for me to terminate this agreement and withdraw as your licensed paralegal.

## Termination

You may terminate my services at any time upon delivery of written notice to me stating that you wish to terminate this agreement. If you terminate my services, I may bill and be paid for all fees and costs incurred up to the date of termination. Unless I specifically agree to do so in writing, I will not be obligated to perform any further services or advance any expenses to, for, or on your behalf after receipt of your notice of termination. If I am the licensed paralegal of record for you when I receive a termination notice from you, you agree promptly to authorize me to file a Substitution or Withdrawal of Licensed Paralegal.

## Email Communication, Support Services, and Experts

Unless I receive instructions from you to the contrary, I may use unencrypted email to communicate with you and others about your case.

If I am representing you on a personal matter, I recommend that you do not read, download, or respond to LP-client emails while at work. **The safest course of action is to use your own personal computer or device, not your employer’s computer equipment, to access personal email—even if you are looking at your personal email account stored in the cloud**.

In addition, I may suggest that we consult with another licensed paralegal or lawyer about issues in your case. Before I do this, I will discuss the issue with you and ask you to decide whether you want to retain the licensed paralegal or lawyer as a consultant.

**Planning for the Unexpected**

I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another licensed paralegal or lawyer to assist with closing my practice in those events. My office staff or the assisting licensed paralegal or lawyer will contact you and provide you with information about how to proceed.

## Returning Original Client Documents/Destruction of File

I will send you copies of pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. Please bring your file to all our meetings so that we both have all the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return any original documents to you.

It is [**is not**] my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

**Reporting Complaints to the Oregon State Bar**

You may report complaints related to me as a licensed paralegal or the unauthorized practice of law to the Client Assistance Office of the Oregon State Bar. Reports can be made via telephone at 503.620.0222 or 800.452.8260 (toll-free) or through the Bar’s website at <https://www.osbar.org/public/legalinfo/1174.htm>.

## Retaining My Services

I have enclosed a copy of this letter for you to review, sign, and return to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me.

On behalf of the firm, I appreciate the opportunity to represent you in this matter. If you have any questions, please call.

Very truly yours,

[*Licensed Paralegal*]

I have read this letter and consent to it.

[*Client*] [*Date*]

Enclosure

# Engagement Letter – Existing Client: New Matter*(Sample – Modify)*

Re: [*Subject*]

Dear [*Name*]:

The purpose of this letter is to confirm, based on our conversation of [*date*], that I will represent you, as a licensed paralegal, in [*describe matter and purpose of representation*]. I agreed to [*insert detail of the services you will be performing]*. I appreciate your continued business and the trust you have placed in me.

**I want to emphasize that I am a licensed paralegal. I am not an attorney, and I am limited to practice only [family law or landlord-tenant law], which is the scope of practice that I am licensed in.** [*This information must be in 14-point boldface type per ORPC-LP 1.5(f)(4)*].

I will handle this matter [in accordance with my normal fee structure and billing procedures / for a fee of [*dollars per hour*]] for services performed by me. You will also be billed for costs incurred on your behalf. All other provisions of our most current engagement letter will remain in effect.

## Returning Original Client Documents/Destruction of File

I will send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. I will return any original documents you provide unless I am required to file them in court.

It is [**is not**] my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

**Reporting Complaints to the Oregon State Bar**

You may report complaints related to me as a licensed paralegal or the unauthorized practice of law to the Client Assistance Office of the Oregon State Bar. Reports can be made via telephone at 503.620.0222 or 800.452.8260 (toll-free) or through the Bar’s website at <https://www.osbar.org/public/legalinfo/1174.htm>.

## Retaining My Services

I have included a copy of this letter for you to review, sign, and return to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me.

On behalf of the firm, I appreciate the opportunity to represent you in this matter.

Very truly yours,

[*Licensed Paralegal*]

I have read this letter and consent to it.

[*Client*] [*Date*]

Enclosure

NOTE: This form assumes there is an underlying fee agreement. If necessary, the licensed paralegal should provide a memorandum of the fee or incorporate a statement regarding the fee that will apply in this new matter and consider having the client sign an acknowledgment of the fee for the new matter.

# Engagement Letter and Fee Agreement – BasicFollow-Up Letter to Initial Interview (Retainer Received) *(Sample – Modify)*

Re: [*Subject*]

Dear [*Name*]:

We met to discuss your case on [*date*]. I have agreed to represent you in connection with [*type of matter*] and for the purpose of [*describe purpose of representation]*. I agreed to [*set forth appropriate details of services you will be providing*].

Thank you for selecting my law firm to represent you in this matter. **I want to emphasize that I am a licensed paralegal. I am not an attorney, and I am limited to practice only [family law or landlord-tenant law], which is the scope of practice that I am licensed in.** [*This information must be in 14-point boldface type per ORPC-LP 1.5(f)(4)*].

## Licensed Paralegal’s Fees and Costs

At this time, I also wish to set forth our agreement regarding payment of my fees. My fees for legal services are [*dollar amount*] per hour. You are also responsible for any costs and expenses incurred, such as filing fees, deposition charges, copying costs, postage, and related expenses. At this point, it is difficult to estimate the amount of time and expense that will be necessary to represent you adequately in this case. However, as discussed, I estimate the fee will be approximately [*dollar amount*]. I will advise you before I do any work that will substantially increase the amount of fees.

You have deposited [*dollar amount*] with me for fees and costs. I will hold your funds in my licensed paralegal’s trust account. Interest earned by these funds will be paid to the Oregon Law Foundation as required by the Oregon Rules of Professional Conduct for Licensed Paralegals. I will bill you approximately monthly, depending on the amount of work that was done on your file during that time. After I send you each statement, I will apply the funds you have deposited to costs incurred and fees earned. You are also responsible for paying fees and costs in excess of the funds that you have deposited.

**Email Communication**

Unless I receive instructions from you to the contrary, I may use unencrypted email to communicate with you and others about your case.

If I am representing you on a personal matter, I recommend that you do not read, download, or respond to LP-client emails while at work. **The safest course of action is to use your own personal computer or device, not your employer’s computer equipment, to access personal email—even if you are looking at your personal email account stored in the cloud**.

## Your Obligations As a Client

My goal is to provide you with conscientious, competent, and diligent legal services. However, I cannot achieve this goal without your cooperation. This includes keeping appointments, producing documents, attending scheduled court appearances, and making all payments required under this agreement. It is also important that you promptly notify me of any changes of address or telephone number so I will always be able to reach you. In addition, I may suggest that we consult with another licensed paralegal or lawyer about issues in your case. Before I do this, I will discuss the issue with you and ask you to decide whether you want to retain the licensed paralegal or lawyer as a consultant on the case.

**Planning for the Unexpected**

I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another licensed paralegal or lawyer to assist with closing my practice in the event of these occurrences. In such event, my office staff or the assisting licensed paralegal or lawyer will contact you and provide you with information about how to proceed.

**Returning Original Client Documents/Destruction of File**

I will send you copies of pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. Please bring your file to all our meetings so that we both have all the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return any original documents to you.

It is [**is not**] my practice to store files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

**Reporting Complaints to the Oregon State Bar**

You may report complaints related to me as a licensed paralegal or the unauthorized practice of law to the Client Assistance Office of the Oregon State Bar. Reports can be made via telephone at 503.620.0222 or 800.452.8260 (toll-free) or through the Bar’s website at <https://www.osbar.org/public/legalinfo/1174.htm>.

## Retaining My Services

I have included a copy of this letter for you to review, sign, and return to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me.

On behalf of the firm, I appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

[*Licensed Paralegal*]

I have read this letter and consent to it.

[*Client*] [*Date*]

Enclosure

# ENGAGEMENT LETTER AND FEE AGREEMENT – ADVANCEDFollow-Up Letter to Initial Interview (Retainer Received)*(Sample – Modify)*

Re: [*Subject*]

Dear [*Name*]:

Per our conference today, this will confirm that I have agreed to represent you in connection with [*type of matter*]. The purpose for which you have retained me is [*state purpose],* and I agreed to [*insert details of services you will be providing*]. I reiterate that I will not assist you with [*include details of services you will not be providing]*.

Thank you for selecting my firm to represent you. I am pleased to undertake this engagement on your behalf. **I want to emphasize that I am a licensed paralegal. I am not an attorney, and I am limited to practice only [family law or landlord-tenant law], which is the scope of practice that I am licensed in.** [*This information must be in 14-point boldface type per ORPC-LP 1.5(f)(4)*].

## Licensed Paralegal’s Fees and Costs

At this time, I wish to set forth our agreement regarding payment of my fees. Please note that this agreement will not become effective and I shall not be obliged to furnish or render any professional services before I receive a duly signed copy of this agreement and the retainer referred to below.

*Retainer*: You have deposited [*dollar amount*] with me for fees and costs. I will hold your funds in my licensed paralegal’s trust account. Interest earned by these funds will be paid to the Oregon Law Foundation as required by the Oregon Rules of Professional Conduct for Licensed Paralegals. I will provide you with a monthly statement of fees, costs, and expenses as described below.

*Fees and Costs*: My fees for legal services are [*dollar amount*] per hour, plus any expenses incurred, such as filing fees, deposition charges, copying costs, postage, and related expenses. It is difficult to estimate the time and expense that will be necessary to adequately represent you. However, I estimate the fee will be approximately [*dollar amount*]. I will also advise you before I do any work that will substantially increase the estimated amount of fees.

*Billing*: Itemized statements will be issued monthly with the first monthly statement commencing [*insert date*] and every 30 days thereafter. All itemized statements will include full descriptions identifying the date of service, the time spent in rendering such service in minimum increments of one-tenth (0.1) per hour, and a full description of all services rendered. Supporting invoices for costs over $100 per billing cycle will be provided. I recommend that you treat our invoices as confidential documents and safeguard them appropriately to protect your LP-client privilege.

Each invoice is due [*insert days*] business days after mailing. If I do not receive your written objection to any charges designated in our invoice by [*insert date*], your invoice will be deemed approved for payment in full, and the appropriate funds will be withdrawn from your retainer on deposit in my LP trust account. You are also responsible for paying fees, costs, and expenses over the funds I hold.

## Your Obligations As a Client

Clear communication between us is essential to effective representation. I cannot properly represent you without your full assistance in furnishing me with accurate and complete information and written materials as and when requested. My obligation to continue providing services is subject to:

* Your full and prompt cooperation in accurately, completely, and truthfully producing or disclosing any information that my experts, consultants, or I may reasonably request in this engagement;
* Your full and prompt assistance in responding to discovery demands by opposing parties, including appearing at court;
* Keeping me advised of your address, telephone number, and whereabouts; and
* Your full and prompt payment of all sums due under this agreement for services rendered or expenses incurred or advanced.

Failure to comply with the conditions listed above constitutes grounds for me to terminate this agreement and withdraw as your licensed paralegal.

## Termination

You may terminate my services at any time upon delivery of written notice to me stating that you wish to terminate this agreement. If you terminate my services, I may bill and be paid for all fees and costs incurred up to the date of termination.

Unless we specifically agree to do so in writing, I will not be obligated to perform any further services, or advance any expenses to, for, or on your behalf after receipt of your notice of termination.

If I am the licensed paralegal of record for you when I receive your termination notice, you agree promptly to authorize me to file a Substitution or Withdrawal of Licensed Paralegal.

## Email Communication, Support Services, and Experts

Unless I receive instructions from you to the contrary, I may use unencrypted email to communicate with you and others about your case.

**Please indicate below your choices regarding the transmission of data: (Please initial ONLY those that apply.)**

1. I request that all email communications be **unencrypted**. (*Please initial if this applies*):\_\_\_\_\_\_\_\_\_
2. I request that client information be transmitted in encrypted format. (*Please initial your choices*):
	1. All electronic communication such as emails and text messages \_\_\_\_\_\_\_\_\_
	2. Only attached documents \_\_\_\_\_\_\_\_\_
	3. Only substantive information about my case\_\_\_\_\_\_\_\_\_
	4. Only emails containing personal identification such as my taxpayer identification number, credit card and bank account numbers\_\_\_\_\_\_\_\_\_
3. I request that we only communicate via telephone, facsimile, ordinary mail, courier service, or Fed Ex/UPS, but not via email or text. (*Please initial if this applies*.) \_\_\_\_\_\_\_\_\_

If I am representing you on a personal matter, please provide me with your personal email address and not your work-related email address. This is the best way to preserve the LP-client privilege. If I am representing you on a personal matter, I recommend that you do not read, download, or respond to LP-client emails while at work. **The safest course of action is to use your own personal computer or device and not your employer’s computer equipment to access personal email – even if you are looking at your personal email account stored in the cloud**.

I sometimes use outside support services, such as copy, scanning, secretarial, reception, or janitorial services to assist me while representing you. Your signature on this engagement agreement also authorizes me to contract with outside support services.

Likewise, your representation may require me to consult with consultants and experts to prepare your case. Your signature on this agreement authorizes me to contact consultants and experts, as I deem necessary, subject to your approval of the terms of any contracts with such consultants or experts.

Unless I obtain advanced costs which I will hold in my licensed paralegal trust account, all consultant/expert engagements will be under a “direct billing” arrangement in which you shall pay all approved fees and expenses billed by any consultant or expert I have engaged with your approval.

## Returning Original Client Documents/Destruction of File

I will send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. I will return any original document you provide unless I am required to file it in court.

It is [**is not**] my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

## Planning for the Unexpected

My goal is to provide you with conscientious, competent, and diligent legal services.

I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another licensed paralegal or attorney to assist with closing my practice in these events. My office staff or the assisting licensed paralegal or attorney will contact you and provide you with information about how to proceed.

**Reporting Complaints to the Oregon State Bar**

You may report complaints related to me as a licensed paralegal or the unauthorized practice of law to the Client Assistance Office of the Oregon State Bar. Reports can be made via telephone at 503.620.0222 or 800.452.8260 (toll-free) or through the Bar’s website at <https://www.osbar.org/public/legalinfo/1174.htm>.

## Retaining My Services

I have included a copy of this letter for you to review, sign, and return. If the information in this letter contradicts your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it with your retainer in the amount of $ [*amount*].

On behalf of the firm, I appreciate the opportunity to represent you. If you have questions, please call.

Very truly yours,

[*Licensed Paralegal*]

I have read this letter and consent to it.

[*Client*] [*Date*]

Enclosure