

Intake Procedure

Just as clients (inmates and/or their families) are interested in knowing whether we can provide legal representation that will address their needs, we are interested in knowing whether they have needs that our legal services can redress. Therefore, we strongly encourage an intake consultation—a meeting where our clients' needs and our services may be discussed and assessed. There is no fee for this initial consultation.

At the intake consultation, you will meet with an attorney, to identify your legal needs and our availability to provide the necessary services to meet those needs. This consultation also includes an outline of the legal fees and expenses that our legal representation would incur.

The services that Kura & Wilford Co., L.P.A. provide are unique, so people contact us from areas throughout the state of Ohio; in fact, most of our clients were convicted in courts outside Franklin County. We are happy to schedule Sunday afternoon intake consultations to accommodate our clients' schedules; we encourage our potential clients to make informed decisions about retaining our legal services.

Communications

Attorney-Client Communications:

We recognize our professional duty to keep the client adequately informed concerning the legal matter that we have been retained to address. We also recognize the practical impossibility to respond to each inquiry by telephone or correspondence whether by client or family representative. All inquiries will be received and considered by the attorney, who will decide what response is appropriate. As attorney and client, we must both endeavor to accommodate the interests and needs of the other, and must exercise patience. Because of the specialized nature of this law practice, many K & W clients are imprisoned in state and federal penal institutions. This presents obvious interference with the communications with those clients, and necessitates the need, in most cases, to designate 1 (one) contact person who is not incarcerated with whom K & W will maintain communications. Since attorney-client communications are privileged and confidential, to accommodate those interests we will prepare a special power of attorney for the client which empowers the personal representative to receive and forward confidential matters from the client and the attorney. As a client you have the right to schedule an office appointment or a scheduled telephone conference with an attorney, subject to reasonable limitations.

E-Mail communications:

Due to security related issues regarding the confidentiality of internet-based written communications, and also due to difficulties for attorneys to manage attorney-client communications, K& W formally disapproves of email communications regarding attorney-client matters and discourages clients and their family representatives from communicating to K & W through email. Although circumstances may deem it necessary for K & W to contact a family representative by email, such instance does not constitute a waiver of the policy discouraging email communications from clients or family representatives. K & W will not be deemed to be in possession of information communicated to K & W through email messages.

Fees

Fee Agreements:

It is essential that an attorney/client agreement exist prior to commencement of any substantive legal services. It is in the client's interest to know the anticipated costs and is in the attorney's best interest to know how and when he will be compensated for the time and effort devoted to the client's case. Therefore, both attorney and client should specifically address all financial issues as part of the initial attorney client agreement. To avoid later confusion or disagreements, it is preferable that this agreement be in writing. Upon an agreement being reached between the attorney and client or the client's personal representative, K & W will forward to the client or client's representative an engagement letter setting forth a summary of the legal services which are at that time contemplated, and the fee arrangement which has been reached in accordance with the request for these legal services. If the engagement letter is in accordance with the understanding of the client or client's representative, the letter should be signed and dated, and returned to K & W. A copy of the engagement letter will then be forwarded to the client or client's representative for their records. It is the client's duty to voice any questions or disagreements with the description of the legal services requested or with the stated terms of the financial arrangements. Questions or disagreements must be made by the client in a timely manner in order to avert the attorney's reliance on a possible misunderstanding of these matters. While questions may be addressed verbally, any disagreement with the statement of agreement shall be made in writing and forwarded to the attorney. Fee arrangements for K & W are of two types: flat fees and hourly fees.

Flat Fees

This is a definite fee amount that is agreed upon to be paid in return for the contemplated legal service. Although arrangements may vary from case to case, it is standard practice to charge that a stated amount of the flat fee be paid as a "retainer" at the outset of the case. The retainer is that part of the fee that is paid to secure the commitment of K & W to provide the office services as well as the attorney's time and effort to competently handle the entrusted legal matter. Except in extraordinary circumstances, the retainer part of the fee is not refundable. That part of the flat fee that is not paid with payment of the retainer shall be subject of a "payment agreement." Pursuant to the terms of that agreement, the client will be billed by invoice, upon which payment is to be promptly paid. Abrogation of the terms of the payment agreement will be deemed sufficient basis upon which the attorney may withdraw further legal representation.

Hourly Billing

This fee arrangement is preferable for legal services which are either smaller in anticipated scope than most other legal services, or is more of an ill-defined nature than other legal services. Under this arrangement, the client will deposit an agreed to amount of funds into K & W's client trust account, a banking account solely utilized as a repository of clients' funds. The client will then agree to payment of hourly and expense billings from the funds on hand. The client will receive a fee statement showing the amount of funds deposited, the amount that has been withdrawn to pay the hourly and expense billings, and the balance remaining. Any balance in the account are funds belonging to the client, and may be withdrawn at any time. At the conclusion of the legal matter, the balance will be refunded to the client. K & W charges different hourly fee rates depending upon the particular legal service involved, and the particular attorney involved. The basic hourly fee rate is \$225.00 per hour, but can be more for specialized or difficult matters. The standard hourly rate for the paralegal is \$75.00 per hour. The particular hourly fee to be charged, other than the basic hourly fee, must be communicated, understood, and agreed to by the client at the outset of the undertaking.

Expenses:

Expenses are out-of-pocket financial obligations that K & W incurs in the natural and foreseeable representation within the requested legal service. K & W agrees to pay these matters as they arise, subject to the client's agreement to promptly reimburse K & W when billed for them as reflected in a submitted fee invoice. Unless specifically exempted from this policy in the initial fee agreement, all such expenses are subject to reimbursement. Because on-line internet legal research is a practical necessity for the delivery of the most prompt and up-to-date legal research, a \$25 assessment for access to LexisNexis is billed as a generalized expense item to every contract for K & W legal services.

Termination

Termination of the Attorney-Client Relationship:

The attorney-client relationship is essentially a contractual matter. Both the attorney and the client have rights in this relationship, subject to their contractual obligations. The attorney-client relationship can be terminated in any one of the following three ways: (1) completion of the legal service to the fee agreement; (2) discharge by the client; or (3) withdrawal by the attorney. These are discussed, in sequence, in the following paragraphs.

(1) Where the legal service has been fully completed, as detailed in the initial agreement, Kura & Wilford Co., L.P.A. will forward written notification to that effect, and further notify the client that the case file is closed.

(2) Since the attorney-client relationship is essentially consensual in nature, the client has the right to discharge the attorney from further representation. Such a request must be made in writing and received by the attorney. The attorney must thereafter forward written acknowledgment of the discharge and note that the case file is closed, and shall discontinue further representation.

(3) In the event that the client has failed to honor or perform his obligations under the attorney-client agreement, the attorney has the right to withdraw from further performance of legal services. Such services will not be withheld unless the attorney has forwarded, and the client has received, written notification of withdrawal and closure of the case.

Refund of Legal Fees:

An area of possible confusion concerns the client's right to refund of legal fees paid, and the attorney's right to compensation for legal services delivered and expenses incurred prior to discharge or withdrawal, whether or not a fee invoice has been received by the client at the time of discharge/withdrawal.

If the fee agreement was an hourly billing arrangement, a final billing statement will be prepared and forwarded to the client, along with a trust account check in the amount of the remainder of the client's funds held in the account.

If the fee arrangement was a flat fee, a final billing statement will be prepared and forwarded to the client, along with a trust account check in the amount of the "appropriate refund." The "appropriate refund" is the balance remaining from the total amount of fee payments made, after deduction of the initial retainer, expenses incurred, and hourly billing for the time and effort of the attorney and/or paralegal to the legal matter.

While it is our intention to try to reach a mutually satisfactory accord with the client with respect to reimbursement of excess fees paid upon termination of the attorney-client relationship, we understand that you may disagree with the amounts billed. Should you feel that you are entitled to a refund in excess of the amount you receive, you have the right to pursue the matter by contacting The Columbus Bar Association, either by postal mail, at 175 South Third Street, Columbus, Ohio, 43215, or by telephone at 614.221.4112.

File Retention

The Kura & Wilford Co., L.P.A. case file is the property of the client and may contain very important legal documents, although it may include other matters that are property of the attorney. Upon termination of the attorney-client relationship, the client may obtain the case file by forwarding a written request to our office, along with instructions as to how and where the file is to be forwarded.

In the absence of a written request for the case file, Kura & Wilford Co., L.P.A. will securely store the file for a period of three (3) years from the time of notification that said file has been closed. Absent a written request from the client during those years, we will presume that the client has no further interest in the case file or its contents and has abandoned property rights to the file; it will be destroyed.

Professional Insurance

Kura & Wilford Co., L.P.A. does not maintain professional liability insurance.