



Can Your Fee Agreement Get You in Trouble?



## The mistakes we see . . .

**Not having an earning mechanism that clearly states when and how you are earning an advance fee.**



# The mistakes we see . . .

**Terms that are complicated, confusing or misleading.**

## The mistakes we see . . .

**Claiming that an advance fee is earned on receipt or nonrefundable.**



The mistakes we see . . .

**Double dipping or charging an otherwise unreasonable fee.**



## The mistakes we see . . .

**Attempting to waive entrustment without following In Re Mance and In Re Ponds.**

## The mistakes we see . . .

**Confusing and combining the classic engagement retainer (availability) in a task-based representation.**



# The mistakes we see . . .

**Lack of detail in the scope of representation.**



## The mistakes we see . . .

**Failure to address expenses and how the case expenses are to be handled.**

## The mistakes we see . . .

**Nickle & diming the client with expenses for costs that are really firm overhead.**



## The mistakes we see . . .

**Having a term that allows you to hold a file hostage for failure to pay attorney fees.**



## The mistakes we see . . .

**Having a term that requires your client to waive prospective liability.**



## The mistakes we see . . .

**Using an angry fee agreement that attempts to control the client with sanctions.**

We help lawyers with business issues on a free and confidential basis.

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