

Law Offices of Randy W. Young

AGREEMENT FOR LEGAL REPRESENTATION

January 1, 2026

HOURLY RATE – GENERAL CONSULTATION AND REPRESENTATION:

\$200.00 per hour of attorney time. Time will be kept in tenth-of-hour increments, except that the minimum time shall be two-tenths hours (three-tenths hours minimum for time incurred after regular business hours). This fee agreement is valid for the date set out above – it is subject to later change – please inquire as to the current schedule, if there is any question.

GENERAL TERMS – FEE PAYMENTS DUE:

Representation is undertaken with the understanding that all bills become due and payable upon receipt, although Estate billings are typically treated a bit differently, since the payment is coming from the estate itself, and must be approved by the Personal Representative. (In unusual circumstances, a service charge may be imposed on any balance not paid by the first day of the second month after billing at the rate of 1% per month. Unpaid bills over three months old may be referred to a collection agency or otherwise pursued. Interest is due before and after Judgment.) Rates and information contained herein are subject to change upon 30 days notice on matters already undertaken under any prior agreement, unless specifically contracted not to change during a specific period – many matters can take years to resolve, and are beyond our control.

Billings are routinely sent out with every mailing to keep you informed of progress on your matter, but the mere sending of billings does not imply that a payment is due. The billings are progressive, which means that every statement includes all prior time charged, and all prior payments and credits given. Over time, they may become several pages long – if that happens, a summary billing may be made, and past pages will be retained for future reference, but not sent regularly. And again, the mere sending of a billing does not imply that a payment is due, unless a note is also included. Remember that a negative total indicates a credit balance, and no payment is owed as of that billing notice.

For other legal matters, A PREPAYMENT FEE is usually required for new clients, for all criminal matters, for clients with outstanding balances over one month old, and for new matters that will require substantial amounts of time once a commitment is made for representation. Requests for additional prepayment may be made during the course of a representation, if it appears that new or unexpected work will have to be undertaken beyond that initially discussed.

In most situations, the prepayment charged is the minimum charge for that representation, unless otherwise agreed. No refunds will be made – the prepayment is earned, even if the problem is solved with only a very minimal amount of work, or the client changes the scope of work after the initial payment, since once an agreement is made, or an appearance entered at court, or a letter sent, further obligations may be incurred or benefits received, and it usually is not possible to simply do nothing more at that time – follow-up may be necessary, or the client may have received the benefit as contracted (merely contacting a potential defendant by the attorney, may achieve the desired result, without significant further effort). Some situations may involve other changes where different facts or circumstances are presented than originally understood – in such cases a partial or total refund of prepayments (but not free credits) may be made if warranted – please feel free to inquire about the

possibility of such a refund, which may be allowed after thirty days. Any free credits received are never refundable, but usually may be used on other matters as agreed by the parties.

Generally, the recommended prepayment will be set to cover the estimated amount of work to be completed in the first thirty (30) days of representation, based on the hourly rate, with any discount applied for immediate payment. Only a minimal charge, if any, will be made for an initial consultation by phone or in person, of a brief nature of twenty minutes or so, to determine the need for legal services, unless the interview does, in fact, result in a substantial time commitment, or in retaining the attorney for additional representation. Some matters, especially criminal cases, or where the outcome is doubtful, may require the full fee before representation is undertaken, in which case it becomes the flat fee for that work, regardless of the time frame it might take to complete, the result obtained, or the amount of work involved – whenever a flat fee is accepted in advance, part of that fee includes a discount for early and prompt payment. This office generally does not require a “retainer” in the sense used by some other firms – we do not ask for a large deposit to a trust account, which is then drawn out as work is completed at the end of each billing cycle.

STANDARD FEES:

The following standard fees are charged for the indicated service, and are based on a typical representation that regularly occurs. If the particular work in the current case becomes unusual because of a particular situation or unusual time demands, then the hourly rate will be used instead of this fee:

OPEN A NEW FILE = Time will be charged for opening a new file and starting new representation, at the rate of six-tenth of an hour for each new representation. Billing info, entry of names and account numbers, setting up the paper file and subfiles, are all included in this service, and will be automatically billed as such upon a new matter being undertaken. It will only apply if current work is already substantial, or anticipated to grow, during the current period, over and above the initial free consultation provided.

DEED & CLOSING AFFIDAVIT = Preparation of a simple deed is \$80.00*, with up to \$250.00* more for an office conference, obtaining proper legal descriptions or name spellings, preparing special deeds or recitations, meeting to sign documents, obtaining execution information, recording information, etc. Recording the deed requires preparation of three-page disclosure form and several signatures, and now includes homestead and other exemption filing information – the usual fee to prepare the form and record all documents at the Assessor's office, the Auditor's office, and the Recorder's office, is \$300.00, including the filing fees, and returning recorded copies to the client.

A REAL ESTATE CLOSING FEE WHEN CONDUCTED BY THIS OFFICE is \$400.00* (usually split between buyer and seller) and includes preparing the Closing Statement, executing previously prepared documents, writing checks, paying bills, copies, etc. Often, closings are now handled by a title company, and many of these costs are absorbed by the title company through their fee, with the attorney simply attending on an hourly basis to advise you on your rights and approval of the documents to be executed for the final sale. Negotiating an Offer to Purchase or a Counteroffer is usually handled on an hourly basis, as each case is usually as unique as the properties themselves.

SIMPLE WILL (usually 5 to 7 pages) = \$400.00*; husband / wife combination for similar documents = \$500.00*. WILL WITH MINOR TRUST (usually 12-16 pages) = \$600.00*; husband / wife combination for similar documents = \$800.00*. Simple update of a will previously prepared by this office, and still on the computer: Simple Will = \$300.00 each; husband / wife combination for identical documents = \$400.00*.

GENERAL POWER OF ATTORNEY = \$200.00* (Includes Medical Directives and Living Will); \$300.00* for Husband and Wife combination for similar documents – this includes time for execution of documents in our offices – we will provide the necessary witnesses and notary.

* - AN EXTRA CHARGE OF \$200.00 PLUS LONG-DISTANCE TRAVEL TIME/EXPENSE WILL BE CHARGED IF THE ATTORNEY AND WITNESSES / NOTARY ARE REQUIRED TO MEET OUTSIDE OF HIS OFFICES FOR EXECUTION OF THESE DOCUMENTS.

THE FEE FOR A WILL INTERVIEW IS BASED ON ONE TO TWO HOURS FOR THE INITIAL INTERVIEW PLUS THE NORMAL PREPARATION OF DRAFT VERSIONS – IF ADDITIONAL TIME IS SPENT ON OTHER MATTERS, OR IN ESTATE PLANNING, THE HOURLY FEE WILL APPLY TO THE TIME INCURRED ON THE ADDITIONAL MATTERS. THERE IS NO ADDITIONAL CHARGE FOR THE SIGNING APPOINTMENT OR FOLLOW-UP CORRECTIONS AND MINOR CHANGES We will provide the disinterested witnesses and notary that is needed for proper execution, since the witness and notary names are typed into the instrument, in advance of the time of execution, and are usually not available at most venues, unless we provide them through this office.

Four original documents will be provided of the Power of Attorney/Living will, with one original being retained in the attorney's file for emergency follow-up. The original will is usually stored at the attorney's office, with one paper copy of each provided for the clients, so as to maximize the security of the document needed only once at probate. Final signed documents will be scanned in to our computer for future use and better security, and will be provided to you for whatever distribution you choose to make. No further charge is made for the signing and execution of the documents in the normal course, nor for the time of scanning the final signed documents into the computer and providing the digital copy to you by follow-up e-mail.

GENERAL ESTATE INFORMATION:

THE FOLLOWING INFORMATION IS PROVIDED FOR MOST PROBATE ESTATES IN GENERAL. A SPECIFIC AGREEMENT IS FURTHER DETAILED AT THE END OF THIS CONTRACT. SINCE MANY ESTATES ALSO INCLUDE LEGAL ISSUES INVOLVING REAL ESTATE TRANSACTIONS, PENDING LAWSUITS, AND OTHER SIMILAR MATTERS, THESE ISSUES ARE ALSO COVERED IN THE FOLLOWING PARAGRAPHS.

Most Estates are handled as UNSUPERVISED ESTATES, if all heirs agree (or if the will so provides, as most modern wills do). Otherwise, the Court supervises all activities of the Personal Representative.

In a SUPERVISED ESTATE, the Court must formally approve the payment of all bills and the sale of all property, often only after an appropriate motion, notice to heirs, hearing in front of the judge, and an order entered by the judge. All of this additional process of time and paperwork makes Supervised Estates very expensive to administer. In SUPERVISED ESTATES, fees are set by the Court. Supervised Estate fees currently include a \$500.00 base fee, plus an additional fee of 6% of the first \$100,000.00 of gross assets, plus 4% of the next \$100,000.00, etc., with an additional charge for non-probate matters handled, or unusual additional work, like will contests and such, as approved by the Court.

In an UNSUPERVISED ESTATE, the Court is only minimally involved, and the parties are free to negotiate their own settlements, divisions of property, asset sale terms, other similar matters, and the attorney fees to be paid. In an Unsupervised Estate, the attorney fees are charged on an hourly basis by this office, as this is fairest to both sides, and almost always generates a savings over the percentage system used in a Supervised Estate – savings typically exceed half the fee for a

Supervised Estate directed by the Court. In the typical estate administration work, a prepayment of the expected hourly fee will be due, at the beginning of the estate work, of approximately 40% of total estimated time to be incurred, which amount usually covers the first few days of work in opening the Estate, sending the appropriate notices and inquiries, and any work funding the new estate checking account required of all Estates. Reasonable time will be granted to pay the needed attorney fee from the Estate assets, as long as assets can be identified that will become available immediately after the Estate is opened – OTHERWISE, the Personal Representative will need to make payment arrangements before the Estate is opened.

In any case, the Personal Representative will also need to arrange prepayment of the Court costs and publication fees to open an Estate, in the agreed flat amount of \$400.00 – and then be reimbursed by the Estate, once funds become available to the Estate during the probate process. The Personal Representative is also entitled to a fee from the estate – generally one-half of the attorney fee incurred, and typically payable at each time the attorney is paid.

ESTATE HOURLY RATE:

The current hourly rate is \$200.00 per hour of attorney time incurred. Time will be kept in tenth-of-hour increments, except that the minimum time shall be two-tenths hours (three-tenths for time incurred after normal business hours at the client's request). Short phone calls or simple non-legal e-mail and text questions and answers normally do not incur a charge, unless the total attorney time involved for all contacts and answers approaches ten minutes. Cumulative statements of all time incurred, payments made, and credits granted, will be sent as incurred or when other documents or copies are being returned to the client. Numerous text messages or email exchanges may be combined to determine a reasonable estimation of the total time involved, and billed accordingly. For example, ten short texts may be entered as a one-time charge of 24 minutes.

Estate attorney fees are normally paid from estate assets as the assets become available after a discussion with the Personal Representative. Additionally, attorney fees are typically paid in advance if funds are available, based on the anticipated work to be incurred over the next 30 days,

Additionally, the final billing may include a two-hour charge for future work to be determined. Since we must make a determination of the final bill in order to close the estate, this extra billing covers those issues that may arise after closing that are anticipated in the regular process, or unforeseen matters that are minor in nature, and fall within the normal scope of estate closings. By collecting this small amount now from all estates, most routine follow-up work can be completed without additional charge, and thus, the Personal Representative does not need to worry about collecting additional fee contributions from other heirs, long after the estate has been settled and distributed, unless a really large matter develops, or the estate has to be re-opened.

CONTINGENT FEES:

In proper circumstances, a CONTINGENT FEE may be accepted – usually, 1/3 of amounts recovered -- if agreed to by Attorney. You pay the percentage only if a recovery is made on your behalf. Other expenses of the suit are the client's responsibility to pay as incurred, under Supreme Court guidelines. If the client stops representation before final collection, the attorney is entitled to double hourly fee for all time incurred, payable at time of discharge. All filing fees and out-of-pocket costs are the responsibility of the client, and should be paid as incurred. Any cost advanced by the attorney will be immediately billed and paid by the client, unless otherwise specifically agreed.

FILING FEES AND OTHER EXPENSES:

Current Court filing fees as of 7-1-2023, (other costs may be assessed for multiple defendants, etc.) are estimated to be:

Dissolution of Marriage:	\$177.00	Civil Lawsuits = \$157.00
Probate, Estate, Guardianship	\$177.00	

Note: There is a credit card service charge incurred now for all filing fees – these fees are paid by the attorney from a pre-approved credit card in his name, and thus these expenses are also added into any filing fee incurred. A flat fee may be charged, which is meant to cover the filing fee, the service charge, and the time incurred in providing those services and doing the usual accounting.

Note further: Counterclaims, crossclaims, service by private process, alias summons, pro supps, and other follow-up work often require additional filing fee payments. Significant copying, postage, and on-line search fees may also incur additional charges for the client. Copying charges, including attorney sorting and pulling relevant documents, are billed at \$1.00 per page. Fax charge to send or receive is \$1.00 per page review and handling charge. Mileage for out-of-town travel is billed at \$1.00. per mile each direction, in addition to the attorney time incurred for the travel. Requests for medical information and expert opinions are very expensive, with the third party charging \$500.00 and up for a doctor's letter, and \$1.00 per page for medical record copies, and much more for testimony at trial or for depositions. Transcriber costs for depositions usually run at least \$150.00 per hour for the transcriber, plus attorney time and witness, doctor, or professional fee. All of these third-party costs must be paid by the client as they are incurred.

AGREEMENT:

I have reviewed the above fee schedule, and have had all of my questions about it answered as may be required by my particular case. I agree to pay any extra collection costs incurred by the attorney and his office, including additional attorney fees and collection costs, if I fail to pay the bill when due. I agree to pay all bills incurred under this agreement as they become due, subject to the following understandings.

ESTATE FEE AGREEMENT:

STANDARD ESTATE BILLINGS WILL BE KEPT ON AN HOURLY BASIS AS SET OUT ABOVE – WHEN FUNDS BECOME AVAILABLE AFTER THE ESTATE IS OPENED, ESTATE WILL CATCH UP AND PAY ALL AMOUNTS THEN CURRENTLY DUE, AND ALSO PRE-PAY AN ADDITIONAL AGREED AMOUNT FOR WORK EXPECTED TO BE COMPLETED IN THE NEXT FEW WEEKS OF ADMINISTRATION. ADDITIONAL AMOUNTS WILL BE PAID WHEN ONGOING WORK EXCEEDS PAYMENTS / CREDITS AS APPLIED AND INCURRED DURING ADMINISTRATION. FINAL ESTIMATED AMOUNT TO BE INCURRED WILL BE PAID WHEN LAST WORK IS AGREED UPON AT TIME OF FINAL PREPARATION OF CLOSING STATEMENT AND WAIVERS. IF FINAL WORK SUBSTANTIALLY EXCEEDS FINAL ESTIMATE, THEN ANY EXTRA FEE DUE WILL BE PAID AS FINAL WORK PROGRESSES.

Attorney is being retained for the following services, and no others, at this time: PROBATE AND ADMINISTRATION OF THE ESTATE OF _____, AND ASSOCIATED CONSENTS, INSURANCE CLAIMS, TRANSFERS, TAX RETURNS, LIVING TRUST, OR OTHER WORK DUE AS A RESULT OF HIS/HER PASSING.

_____/S/_____.

Personal Representative printed name:

_____ AS AN HEIR, AND AS THE EXPECTED PERSONAL REPRESENTATIVE OF THE ESTATE, AND ON BEHALF OF THE DECEDENT, PAYMENT TO COME FROM THE ESTATE OR TRUST OR ANY OTHER JOINT ASSETS TRANSFERRED AS A RESULT OF THE DEATH, OR FROM THE PERSONAL REPRESENTATIVE AND HEIRS IF THERE ARE NO OTHER AVAILABLE ASSETS.

DATE: _____

APPROVED BY ATTORNEY: _____

RANDY W. YOUNG, ATTORNEY-AT-LAW #1450-02; 2115 Carroll Road, Fort Wayne, IN 46818
(260) 426-2889 ry@randyyoung.com

GENERAL FEE AGREEMENT – ALL OTHER REPRESENTATIONS:

AGREEMENT--I have reviewed the above fee schedule, and have had all of my questions about it answered as may be required by my particular case. I agree to pay all bills incurred under this agreement as they become due, subject to the following understandings: _____
_____.

Attorney is being retained for the following services, and no others, at this time:

_____.

I agree to pay any extra collection costs incurred by the attorney and his office, including additional attorney fees and collection costs, if I fail to pay the bill when due.

CLIENT CLIENT

DATE: _____

APPROVED BY ATTORNEY: _____

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