

DYER BREGMAN & FERRIS, PLLC

3411 N. 5th Avenue, Third Floor
Phoenix AZ 85013
(602)254-6008

PROBATE ADMINISTRATION LEGAL SERVICES AGREEMENT

The undersigned desires to hire Arizona probate attorney Richard C. Keyt and the law firm of Dyer, Bregman & Ferris, PLLC (the "Firm") to represent the undersigned ("you") as the Personal Representative of the estate named on the last page. Complete and sign this Agreement and deliver it with a check payable to Dyer, Bregman & Ferris, PLLC, for the \$2,500 security deposit to hire the Firm to prepare the documents to initiate a probate in the Arizona Superior Court in the county in which the deceased resided.

1. **CLIENT & CONFLICT OF INTEREST:** Dyer, Bregman & Ferris, PLLC, ("we") represents you in your capacity as the personal representative ("fiduciary") of an estate. We do not represent you personally as a beneficiary and cannot because it would create a conflict of interest. We will inform you if an actual conflict arises that requires you to obtain independent counsel. As a fiduciary, you have a duty to collect the estate's assets, pay the decedent's debts, and perform other administrative duties that might arise, including distributing the assets in accordance with the Will or Arizona law of intestate succession if there is no Will.

2. **SCOPE OF WORK:** We will advise you of the actions necessary to administer the probate. We will be responsible for preparing the papers to be filed with the Court to accomplish the complete administration of the decedent's estate. We will investigate the facts, examine information, and coordinate the professionals needed to administer the estate. If there is a contested matter, we will prepare, file, prosecute or defend the actions required for you to discharge your fiduciary duties to the distributees, heirs, and creditors of the estate. Using the information you give us, we will prepare and file the notices required for you to discharge your fiduciary duties. We will prepare the paperwork necessary to collect and distribute the assets of the estate.

3. **EXCLUDED WORK:** We are not hired to provide any of the following services:

- a. Negotiating tax disputes with the IRS or Arizona Department of Revenue.
- b. Handling any dispute over decedent's social security payments.
- c. Preparing any tax applications, returns, reports, or notices, except for applications to obtain a taxpayer identification numbers (Form SS-4), and notice of acting in a fiduciary capacity (Federal Form 56 and AZ Form 210).
- d. Preparing any financial accounting reports.
- e. Preparing any paperwork to collect assets located outside the state of Arizona.
- f. Transferring any assets that pass by operation of law.
- g. Any work not described in Section 2 above.

4. **HOURLY FEES:** We will bill for the services described in Section 2 at the hourly rates of the personnel who provide services. Our law firm's cultural priority is to provide exceptional legal services at the best price possible which means the least expensive time keeper will do the work for which that timekeeper is qualified and a partner of the Firm will supervise everything critical to accomplishing our mission. It is impossible to determine in advance how much time will be needed to handle the Work. Any figures quoted to you for the total cost of our services are estimates, not guarantees. The current hourly rates are: legal assistants (\$155), Carla Miramontes (\$225), attorneys not named in this list (\$275), Richard C.

Keyt (\$300), Michelle Booge (\$300), Kelly Kral (\$325), Charles M. Dyer (\$375), Scott Ferris (\$375), Richard Keyt (\$395), Mark Bregman (\$400).

5. **COSTS AND EXPENSES:** You agree to pay for all actual out-of-pocket costs and expenses we incur on your behalf. Typical costs and expenses include out of state legal fees, filing fees, discovery and deposition charges, travel charges, copying charges (\$.30/page), faxing (\$.50/page), certified copy fees, long-distance telephone calls, courier services, and delivery charges. We may elect to cover certain out-of-pocket costs and expenses on your behalf, but we reserve the right to seek reimbursement from you. You agree to reimburse us for such out-of-pocket costs and expenses

6. **DEPOSITS:** You must pay a deposit of \$2,500 for fees, costs and expenses. Additional deposits may be required throughout our representation. If the probate involves any litigation or becomes contested or a formal or supervised probate, we may require that you or the estate pay an additional amount in advance as a condition to providing additional services. When we complete our services we will refund to you the unused balance of your deposits. The firm may withdraw fees earned based on time expended and costs paid or incurred at any time during the month before the rendition of a monthly invoice. The deposit is NOT intended as an estimate of the eventual total for fees and costs to be incurred and any oral estimate is not binding, but the attorney's best prediction of potential fees based on the facts known to the attorney.

7. **BILLING:** We will send you an invoice on a monthly basis for services performed in the preceding month. The invoice will request that you replenish any part of your deposit that has been consumed. The monthly statement will identify the services performed, the fees charged for those services, costs and expenses paid or incurred, and a detail of any trust transactions. In our discretion we may invoice you less often than monthly, but you remain obligated to pay all charges upon presentation of an invoice. All amounts are due and payable upon receipt of an invoice. We may cease working if any charges remain unpaid more than 30 days after delivery of an invoice. All invoices will be delivered electronically unless otherwise agreed.

8. **CLIENT'S RESPONSIBILITIES:** We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to promptly provide all information known or available to us that is relevant to the representation. Your obligations include timely providing requested information and documents, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address, telephone numbers and email address. It is important that you retain all communications from and to us, including emails and attachments to emails.

The Firm will prepare a document called "**Order to Personal Representative and Acknowledgment and Information to Heirs.**" After the Probate Court signs this Order, the Firm will submit it to you for your signature, which is required by the Court. When you sign this Order, you will acknowledge receiving a copy of the Order and agree to be bound by its provisions, whether or not you read it before signing. This Order is a very important document because it is an order of the Court that imposes legal obligations on you with respect to your duties as Personal Representative of the Estate. Be sure to read the Order carefully and keep a copy of it handy for reference as the Probate progresses. If you have any questions about your duties or are uncertain about anything, please call Richard C. Keyt at 480-664-7478.

9. **TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:** Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation. Unless previously terminated, our representation will terminate upon completion of the legal services described in Section 2. You are engaging us to provide legal services in connection with the specific matter identified in this agreement. Unless you retain us to provide additional advice or services, you understand we have no continuing obligation to represent you. If you request additional legal services outside the scope of those items identified in Section 2 or after the representation is completed or terminated, you agree to pay at the prevailing hourly rates for the requested legal services. If you discharge us before completion of the Work, you agree to pay the charges incurred by us in preparing, copying, and delivering your legal file.

10. **DOCUMENT RETENTION:** Your legal file is all things you give us and all things we receive or create for you during my representation. We will return any original documents you give us, we create for you, or we receive on your behalf before or within a reasonable time after the completion of the Work or the termination of this agreement. The things we give you constitute your legal file and you agree to take reasonable measures to safeguard your own legal file. Upon completion of the Work, we will have no ongoing obligation to retain or maintain your file and any retained working copies are for our benefit. We intend to give you copies of all papers as we proceed and you are expected to retain those copies as your legal file.

11. **ELECTRONIC FILES:** You agree that we may maintain your records electronically and by use of digital images. We do not retain paper copies of documents, unless required by rule or statute. During our engagement, you may obtain paper copies of documents in your file upon request to us, with reasonable notice. We reserve the right in the exercise of our discretion to charge a reasonable fee for making paper copies, including a per page charge not to exceed \$0.30 per page for the cost of paper, toner, equipment charges and an hourly rate for a legal assistant to perform the copying and assembling at the legal assistant's then hourly rate as provided in Section 4.

12. **ELECTRONIC COMMUNICATIONS:** We communicate from time to time with clients via mobile telephone, and email. No form of communication is completely secure and these forms of communication have some risk of improper interception even though we maintain reasonable security measures to assure the confidentiality of your information. We retain many file documents in electronic format only and these may be stored on a separate third party server. Accordingly, unless you instruct us that you prefer to receive only a paper copy in the mail and do not wish to communicate by email, we will send you each document that is relevant to your case by email as a scanned document in "pdf" format. You are responsible for providing us with an email address that you want me to use for correspondence related to the representation. You should check that email address regularly. We will assume that third parties (e.g., employers or family members) do not have access to that email address so you can receive confidential correspondence from us at that address. We also will assume that you are receiving and reviewing my emails at that address unless you alert us to an issue. Please be certain that your email filters do not block emails from our office and that the allowable size of incoming emails is sufficient to accept emails from us with attachments.

13. **COMMUNICATIONS:** We will try to return your phone calls within 1 business day. We encourage email communications. A legal assistant may return your communication, if appropriate. We will not communicate confidential information about the representation to third persons, including your advisors or family members, unless you specifically direct us to do so.

14. **ARBITRATION OF FEE DISPUTES:** If a dispute arises between you and us regarding our fees, the parties agree to resolve that dispute through the Arizona State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at 602.340.7379.

15. **NO ADVICE REGARDING THIS FEE AGREEMENT:** We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

If the terms described in this Agreement are acceptable, please sign your name below and return a copy of it to Richard C. Keyt at your earliest convenience along with your check for \$2,500 payable to Dyer, Bregman & Ferris, PLLC, for your security deposit.

COMPLETION INSTRUCTIONS

Fill in the blanks online by typing the answers to the questions directly in each blank space. Push the **TAB** key to move to the next field and the **SHIFT + TAB** key to move backwards. You may also print this document and write the information on the blank spaces.

PERSONAL REPRESENTATIVE INFORMATION

First Name Middle Initial Last Name

Street address

City, State & Zip Code

Primary Voice Phone Email Address

INFORMATION ABOUT THE DECEASED

First Name Middle Initial Last Name

Residence street address

Residence City, State & Zip Code

County of residence

Date of death Relationship to Personal Representative

Does deceased have a Will: Yes No Don't Know

WHERE TO MAIL THIS AGREEMENT AND YOUR \$2,500 CHECK

Please mail or deliver your **check payable to Dyer, Bregman & Ferris, PLLC**, and this signed Agreement to: Richard C. Keyt, Dyer, Bregman & Ferris, PLLC, 3411 N. 5th Avenue, Suite 300, Phoenix, AZ 85013. If you have any questions about this Agreement or Arizona probate law, call Arizona probate attorney Richard C. Keyt at 480-664-7472.

Signature of Personal Representative: DYER BREGMAN & FERRIS, PLLC

Date Signed: _____ By: _____

Its: _____

Date Signed: _____