

MORISI & OATWAY, P.C.

A Professional Corporation
ATTORNEYS AT LAW

MICHAEL V. MORISI (1957-2000)

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FEE AGREEMENT – GENERAL COUNSEL ON DEMAND

CLIENT

RE: *Legal Services – Morisi & Oatway General Counsel on Demand Program*

Dear Client:

This letter confirms our fee arrangements for our General Counsel on Demand law-firm services for your business entities (listed above). Please sign and return this agreement at your earliest convenience.

1. Amount of Monthly Fee. You agree to pay MORISI & OATWAY, P.C. a monthly flat fee of \$_____.
2. Scope of services covered. This flat fee is in exchange for full access to our time, advice, and consultation regarding the routine and day to day legal issues and matters that your companies may encounter. We refer to these as “general counsel matters.” These may include business, corporate, employment and human resources issues, non competition and confidentiality issues regarding current and former employees, basic contract or document review and advice, problem solving, litigation prevention and negotiation, and the like. The question of whether a matter or issue falls within the scope of this agreement will be handled with common sense, mutual agreement, mutual respect, and fairness to both parties. Attached to this agreement is an outline illustrating examples of what is included and what is not included.
3. Billing statements. Our goal is to send you a bill each month showing the time expended and services provided to your company during the previous month. The dollar amount for our services will be the agreed monthly flat fee. The bill will also include as additional charges reasonable out of pocket expenses such as postage, couriers, copying, telephone, legal research, and the like (which we call “disbursements”). By showing the time expended on the monthly statements, this will allow your company and our law firm to assess whether the flat fee is a reasonable amount for both parties or whether an adjustment is appropriate.

4. Billing for services outside the scope of this agreement. If your company requires services on a more complex or sophisticated matter that we both agree falls outside of the scope of general counsel matters, we will handle this on mutually acceptable fee terms. These fee terms may be hourly, contingent fee, a blend of hourly and contingent, or a lump sum. Our current hourly rates are set forth on the attached schedule. Examples of matters that may fall outside of the scope of general counsel matters are complex commercial transactions, litigation matters, personal matters, or complex planning matters. In our discretion, if we are engaged to handle a matter that is not included, we may not charge all or some of the first \$_____ of attorneys' fees if there are no other general counsel matters for that month. If your company decides to retain our services on a more complex matter that falls outside the scope of this agreement, we will require a separate fee agreement. We will create a dedicated billing entry and you will receive a separate bill for the new matter.
5. Modification of monthly amount. At any time, with reasonable notice, either you or the law firm may propose to modify this agreement. We agree to review the amount of actual time expended and the future expectations and discuss whether an adjustment is appropriate.
6. Termination. At any time, with reasonable written notice, either you or the law firm may terminate this agreement. Our firm may discontinue providing legal services if you fail to promptly pay our bills, or something occurs during our relationship that in our judgment impairs an effective attorney-client relationship. Any previously paid monthly fees are not refundable.
7. Matters outside of our expertise. For matters outside of our expertise such as personal injury, worker's compensation, environmental, bankruptcy, tax, immigration, patent and intellectual property, etc., we will make every reasonable effort to refer you to experienced and competent outside counsel.
8. Conflicts of Interest. We will be bound by our ethical obligations regarding conflicts of interest which may require us to decline to provide advice, consultation, or representation on certain matters which would otherwise be considered general counsel matters.
9. Dispute resolution. We both agree to make a good faith effort to resolve any question, claim, or issue regarding fees or expenses billed or incurred under this agreement. If the client and the law firm are unable to resolve any differences, regarding fees or expenses billed or incurred under this agreement, the client and the law firm agree to submit the issue to the Fee Arbitration Board of the Massachusetts Bar Association, or some other fee dispute resolution body and agree to be bound by the decision.

We invite you to discuss freely with us any questions you have concerning our fees or our work for your company. We want our clients to be satisfied with both the quality of our legal work and the reasonableness of the fees we charge for those services.

Again, we appreciate the opportunity to work with you, and we look forward to our developing a positive working relationship.

This Agreement is effective on the date set forth below.

This Agreement is in accordance with Rule 3:07 of the Massachusetts Supreme Judicial Court.

This Agreement contains all terms and conditions relating to this matter; is executed under seal; any amendment or modification must be in writing; and, it is binding upon and shall inure to the benefit of our respective successors, representatives, and assigns.

Please read this agreement carefully, and call us if you have any questions. If the agreement is acceptable, please indicate your agreement to the terms and conditions set forth above by signing and returning the enclosed copy of this agreement. Thank you.

Very sincerely yours,

MORISI & OATWAY, P.C. (the law-firm)



Andrew C. Oatway

Agreed to by:

CLIENT

DATED: _____

By: _____

SCHEDULE OF RATES

Effective 2016

Attorney Hourly rate

Andrew C. Oatway \$300

C. Kimberly Bakeberg \$200

Catherine L. Oatway \$200

Michael T. Whalen \$150

Paralegal Hourly rate

Caitlin E. Dorsey \$150

**EXAMPLES OF SERVICES INCLUDED AND NOT INCLUDED IN
MORISI & OATWAY, P.C. GENERAL COUNSEL ON DEMAND PROGRAM**

(For illustration purposes – not intended to be a comprehensive list)

Included:

Consultation on any liability or potential litigation matter

Review of any subpoenas, Summonses, Complaints, or claims served upon you, etc., and advising you on the same

Consultation on employment issues

Consultation on purchase or sale of business assets, or real estates, negotiating and reviewing the same

Responding to claim letters from opposing counsel or businesses

Review of contracts with your business Partners

Routine corporate filings and advice on corporate governance matters

Consultation regarding corporate structure and business planning

Advice and counsel regarding estate planning, asset protection, etc.

Not Included:

Prosecution or defense of litigation matters

Appearing in court or at deposition your defense, answering Complaints

Defending you at the MCAD, EEOC, DUA, DIA, or other government agency or court

Handling the purchase and sale of business assets or real estate.

Investigation and preparing responses to comprehensive claim letters, such as Chapter 93A Demand Letters

Drafting complex contracts.
Extensive re-writing of contracts

Substantial corporate reorganizations
Major revisions to corporate documents or structure

Formation or filing of new corporate entities

Drafting and execution of estate planning documents