

# QUERIN LAW, LLC

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SAMPLE ONLY**

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ENGAGEMENT LETTER

RE: Legal Representation

Dear \_\_\_\_\_:

Described herein are the terms of my representation for the following described matter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter the "Matter" or "Matters")

The person(s)/company seeking representation in the Matter is/are identified as follows: \_\_\_\_\_

(hereinafter "Client").

## SCOPE OF REPRESENTATION

This Engagement Letter shall constitute the terms of my representation.

Unless we enter into a separate written agreement that specifically engages me to provide legal representation on other Matters, I will only be providing legal representation on the above-described Matter to the above-identified Client.

Client: \_\_\_\_\_

Date: \_\_\_\_\_

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**Commencement.** My representation only commences upon completion of all of the following: (a) My confirmation that I will represent you on the Matter; (b) My receipt of your completed and signed Engagement Letter, Intake Questionnaire, together with any requested documents or other data relevant to my efficient handling of the Matter; and (c) Confirmation of your payment of any requested retainer. *[My complete review of any requested documents and possibly independent research or investigation may be necessary before I can commit to legal representation. If, upon such review and investigation, I decide that I will not be able to handle the Matter, any collected funds deposited into my trust account will be promptly returned.]*

### **MY LEGAL FEES AND COSTS**

**Hourly Rate.** My current hourly rate depends upon the nature of the Matter: For distressed housing Matters<sup>1</sup> it is \$250/hour; for other Matters it ranges between \$375/hour and \$450/hour, or more, depending on complexity and duration. I charge for all services undertaken on the Client's behalf, such as telephone conferences, electronic communications, document drafting, correspondence, depositions, hearings, etc. My minimum time entry charge is .10 hour. Unless other arrangements are made, I normally charge for travel time. I do not charge for postage, photocopying, scanning, etc., although I do charge for voluminous scanning by staff when hard copies of Client documents are delivered to me instead of being scanned and emailed to me.

**Invoicing and Payment.** I remit periodic invoices showing work performed, costs incurred or advanced, and sums due. My invoices generally describe the event or task for which I performed the service: *[E.g. "Telephone conference with client regarding \_\_\_\_\_"; "Email from/to client regarding \_\_\_\_\_"; or "Prepare for and attend \_\_\_\_\_"]*. Remittance is due within 15 days of the date of invoice (unless sufficient funds remain in trust. If invoices are not timely paid, I reserve the right to discontinue my representation.

**Retainer.** In most cases, I request that a retainer be paid in advance, which is deposited into my online trust account and not withdrawn until earned. If the retainer is exhausted, I may ask that it be replenished. I generally do not advance costs on behalf of clients. Unless agreed otherwise, any retainer paid or agreed to be paid shall be for legal fees only, and any costs are to be paid by the Client separately. In this Matter, we have agreed upon a retainer as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> E.g. situations in which, due to events beyond their control (illness, job loss, COVID, etc.), the potential client is facing – or will face – inability to pay their mortgage and possible foreclosure or short sale.

Client: \_\_\_\_\_

Date: \_\_\_\_\_

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***Litigation/Arbitration.*** Although I have been a real estate litigator for over 40 years, I generally no longer go to court. If the Matter includes a dispute that cannot be resolved without the filing of legal papers in court, it is likely that I will prepare or oversee the preparation, and associate with another attorney to handle the filing and ongoing court Matters. I may or may not remain involved in the case, depending upon client wishes.

I can recommend one or more attorneys I have worked with to handle litigation Matters. Of course, you are always free to decide upon any litigation attorney of your choice. My representation does not include a guarantee that I can find a litigating attorney to handle your Matter in court. You make the final decision on all such representation.

***Termination.*** If you decide that you wish to discontinue our attorney-client relationship you may do so at any time, for any reason, or no reason - *as am I*. All unused trust funds will be returned, as will documents and other data, not already in your possession.

***Electronic Storage Only.*** Since I strive to have a paperless office, I prefer that my clients retain all original documents, and only provide me with copies. I retain all client records in electronic format. I expect clients to retain their own copies of documents they obtained prior to my representation, and those I have previously transmitted to them.

***Electronic Mail.*** I prefer electronic mail for most communications, as it helps both parties retain a record of communications. However, you are always free to contact me by phone at any time. If you have not heard back from me within 24 hours of sending an email [*excluding weekends*], please call me to follow up. Between my spam filter, Murphy's Law, and business interruptions, I may occasionally miss a client's email.

#### **ABOUT QUERIN LAW, LLC**

After 40+ years of legal practice, including 25 great years as a partner at Davis Wright Tremaine, a large international law firm in Portland and other cities, I opened my own solo real estate law practice in 2010. I have continuing relationships with several partner and associate-level attorneys at Davis Wright Tremaine, as well as alums of the firm. From time to time, I associate these and/or other lawyers for legal research and litigation-related functions, and reserve the right to do so in this Matter, as well, with your prior authorization.

My main office is located in Portland and I have a home office in Bend. I represent clients in Portland, Central Oregon, and throughout the Pacific Northwest, and

Client: \_\_\_\_\_

Date: \_\_\_\_\_

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California. My website is found at [www.Q-Law.com](http://www.Q-Law.com) and contains many of my articles and posts on real estate and real estate-related Matters. If you would like any biographical information about me, I encourage you to go to the Super Lawyers link [here](#).

If you feel you understand and agree to these terms, please sign below and return to me via regular mail, e-mail, or facsimile. I look forward to working with you!

*Additional Terms of Representation.* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*An electronic or facsimile copy of this Engagement Letter shall have the same legal effect as the original.*

Very truly yours,

Phillip C. Querin  
QUERIN LAW, LLC

\_\_\_\_\_

**I/WE ACKNOWLEDGE THAT I/WE HAVE READ, UNDERSTOOD, AND AGREED TO THE ABOVE TERMS.**

\_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_