



## **General Terms and Conditions of Representation**

(current as of February 1, 2021)

### **Introduction**

It is Flott & Co. PC's practice to set out the scope and terms of our engagement for a client at the start of our relationship. Accordingly, we have prepared this document to explain the general terms and conditions that will apply to our representation and are incorporated into all of our engagement agreements. ***A description of the scope of our representation is set out in a separate engagement letter.***

Please read these terms and conditions carefully. We want you to be aware in advance of our customary fee charges, how we calculate our hourly fees, our billing practices, and our payment terms.

### **Responsibility**

In all matters on which Flott & Co. represents you, Stephen Flott, is principally responsible for the representation and is assisted by the firm's associate lawyers, enrolled agents, paralegals and others who are used to perform tasks appropriate to their level of training and experience. In addition, from time-to-time, when appropriate and after consultation with you, we use one or more lawyers who work with us on an "of counsel" basis. We take full responsibility for their work and bill you for their services through our firm. Such arrangements are subject to your approval prior to any work being done by such counsel.

### **Hourly Rates**

We do not favor charging for our services on an hourly basis, but often it is the fairest and most practical basis for billing a matter. That said, we are open to businesslike proposals for alternatives to hourly billing and will be happy to work with you to craft a fee arrangement tailored to your needs. Feel free at any time to ask for an estimate of our fees on a project or to ask us to agree to a fixed fee arrangement. ***If you and the firm have agreed to another basis for billing other than an hourly one, that arrangement will be set forth in writing in a separate engagement agreement countersigned by you.***

The firm's current hourly rates for lawyers range from \$425 to \$600 per hour and for tax compliance specialists from \$160 to \$220 per hour. Hourly rates may be increased from time to time. Please note the current hourly rates charged by our attorneys and tax compliance specialists are listed below:

<b>Staff Member</b>	<b>Hourly Rate</b>
Mai Bamba	\$195
Temur Basilia	\$160
Terrence Evans	\$225
Stephen Flott	\$625
Henrik Haeckel	\$450
Natalia Kosyak	\$225
Daniela Salvatierra	\$70
Tamika Thorne	\$110

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## **Travel Time**

*We want to highlight how we charge for travel time.* When we travel on client business during normal business hours (8:30 am – 6:00 pm), we charge normal hourly rates, unless there is an opportunity to do work for other clients or other non-billable work. We do not bill for any time that is billed to other clients or during which we are engaged in non-client work. When we travel on client business outside normal business hours, we charge one-half of our normal hourly rates. *Travel time outside normal business hours is shown separately on all bills.*

## **Expenses**

The firm will bill you for all out-of-pocket costs incurred in connection with our representation, including the cost of delivery/courier services, postage, long distance telephone, faxes and travel. These costs are billed on a pass through basis, except for postage, courier, and communications expenses. We add a small mark up to reflect administrative time associated with billing and payment. *These costs are in addition to our fees for services rendered.*

## **Retainers & Advanced Fees**

Generally we do not require retainers or advanced fee payments. We may require you to advance any substantial out-of-pocket costs. However, any fees or expenses advanced to us are described in a separate engagement agreement. Any money advanced to us is kept in an escrow account that we maintain strictly in accordance with the rules of the Virginia Bar Association.

## **Billing**

Our bills itemize time charges and expenses. On hourly fee matters, we generally do not indicate the time associated with each entry. We can provide detailed breakdowns of time if requested. We do not have a minimum billing unit, such as a quarter of an hour. We bill only for the time spent on your matters, to the minute or part thereof. The bill will also show any amounts deposited in our escrow account that are applied to the fees and expenses shown on that bill. We generally bill clients when work is finished. For hourly work or work done under a separate engagement agreement, the agreement will specify how the client will be billed.

## **Payment**

*We email invoices. Originals can be provided upon request. Our invoices are due upon receipt. The expected payment date is listed on the invoice. It is usually three weeks after invoice date. We expect timely payment of our invoices unless arrangements have been made ahead of time for less prompt or partial payments.*

## **Late Payment/Non-Payment**

*If an invoice is not paid within the payment terms described above, we may charge a late fee of \$25 and interest on the balance owed to us at an annual rate of six percent (6%). Invoices that remain unpaid after sixty (60) days will be subject to monthly late charges and interest until fully paid. At our option, we may waive late payment charges and interest on any invoice that is paid before the close of the next billing cycle after it reaches sixty days overdue.*



### **Withdrawal as Counsel**

*If an invoice is not paid in full with interest and late charges within seventy-five (75) days, the firm may, upon notice to you, terminate its representation and cease to act as your counsel. We will do our best to make sure that your interests are not compromised, but will move quickly to withdraw as your counsel.*

### **Suits for Fees**

In the highly unlikely event that the firm has to bring a lawsuit to collect any amounts due, you will be responsible for court costs and the firm's reasonable attorneys' fees involved in collecting the amounts due. We are confident that this situation will not arise; however, we want you to have this notice and understand the firm's policy in the unlikely event it becomes relevant.

### **Declining Representation**

*If you do not agree to any of these general terms and conditions, you must advise us as soon as possible so that we can discuss mutually acceptable alternatives. If we cannot reach mutually acceptable terms, then we cannot serve as your lawyers. If we have already started to represent you, we will immediately cease to do so and will work with you to transfer your matter(s) to a lawyer of your choice. You are free at any time to discharge us as your lawyers. If you do so, we will render an invoice immediately for any unpaid fees and expenses and cooperate with you to transfer your matter(s) to new counsel.*