

Initial Consultations

Purposes

The first discussion between you and one of our attorneys is called an initial consultation. The attorney will ask questions to gain a basic understanding of your situation and your objectives, information that we need so we can determine whether we can help you. You will also have the opportunity to ask questions, including questions that will help you decide if our firm is right for you.

In some cases, you may decide that you do not need us or want us to do any work for you. In others, the attorney may decide that we cannot help you for one or more reasons that are explained below. If we can help, the attorney will discuss the scope of services that we will provide, as well as the fees and expenses for performing the services, and we will offer you a written Legal Services Agreement.

Time and location

Initial consultations are by appointment only, and they generally take about an hour. We will do our best to accommodate your schedule, for example by scheduling the appointment during evening hours, if it is more convenient for you.

We prefer to meet you in person for your initial consultation, in our office, although we may hold initial consultations by telephone if it is not practical to have a face-to-face meeting. We may also agree to meet you at your office or another location, as long as the location allows us to speak privately.

Fee

The cost of an initial consultation is a flat fee of \$150, to be paid in advance or at the initial consultation. We accept payment by cash, check, money order, Visa, MasterCard, or Discover.

Reasons we may not be able to help you

There are several possible reasons that we may not be able to help you. One reason is that your needs fall outside of our practice areas. For example, we generally do not handle bankruptcies.

Another reason we may decline your case is that we may have a conflict of interest. For example, if you are in a business dispute with another person or company who is already our client, we cannot take your case.

A third reason is that your needs require more resources than we are able to provide. That may be because we are simply too busy at the time to give your case the attention it deserves, or it may mean that your case requires more resources than we actually have. We take pride in being a small law firm with low overhead that can offer personal service at a reasonable cost; however, some cases need the resources and the full spectrum of services that a large law firm can provide.

Finally, we may decline your case simply because we do not think we are the right lawyers for you. In our opinion, a successful attorney-client representation requires some degree of common understandings and values, and it requires good interpersonal relationships. If those elements are missing, we may not be the right law firm for you.

Confidentiality

With rare exceptions that your attorney can explain to you, everything that you, as a prospective client, tell us during your initial consultation is confidential and subject to the attorney-client privilege. See the attachment for more about confidentiality and the attorney-client privilege.

After the initial consultation

In most cases, by the end of the initial consultation, our attorney will be able to tell you whether we can take your case. In rare instances, we may need to do some research or investigation. If so, the attorney will tell you when you can expect to hear from us again.

If we cannot take your case, we may be able to refer you to other attorneys that you may want to call. You may also call the Indianapolis Bar Association's Lawyer Referral Service at (317) 269-2000.

If we can take your case, the attorney will offer you a Legal Services Agreement for you to consider. Our attorney may give it to you in the initial consultation, or we may send it to you afterwards, generally by email. Even if you receive it in the initial consultation, you may take it with you to read and consider before you sign it. In fact, we encourage you to do so, rather than signing it on the spot.

IMPORTANT NOTE: In an initial consultation, you are not our client; you're our prospective client, which means that some of the professional obligations that a lawyer owes a client apply, but not all of them. The distinction is important primarily for determining if and when we have a conflict of interest. Even so, the initial consultation is confidential. **You will not be our client, and we will not be your lawyers, until we both sign a legal services agreement that describes the services we will perform for you, the compensation for those services, and other terms and conditions.**

ACKNOWLEDGMENT

I (we) have read and understand this document.

Signed: _____ Date: _____

Printed Name: _____

Address: _____

Telephone: _____

Email: _____

Signed: _____ Date: _____

Printed Name: _____

Address: _____

Telephone: _____

Email: _____

**ATTORNEY-CLIENT PRIVILEGE
AND
CONFIDENTIALITY**

What is the attorney-client privilege?

The attorney-client privilege provides that all discussions between you and your attorney for the purpose of obtaining legal services or advice are confidential and privileged. Neither you nor your attorney can be forced to disclose what you discuss. There are some exceptions discussed below.

The attorney-client privilege applies to oral communication in-person and over the phone, mail correspondence, and email messages sent between you and an attorney. Email messages through your private account are protected, but only if no one else has access to your account.

An attorney's staff members are an extension of the attorney and must keep confidential all privileged communications and information they become aware of as a result of their employment by the attorney.

What are the exceptions to the attorney-client privilege?

Note that not everything you tell your attorney is privileged. For example, information that is available by searching public records is NOT privileged even if a client gives copies of that information to his or her attorney. Information that can be acquired by the general public or is known to others is not privileged. In addition, the attorney-client privilege protects only the communication between you and your lawyer, not necessarily the subject of the communication. To understand the difference, imagine that you tell your lawyer that last Christmas Eve you were in your sleigh delivering toys to children. Because your communication with your lawyer is privileged, you cannot be compelled to answer the question, "What did you tell your lawyer about where you were on Christmas Eve?" However, you may be compelled to answer the question, "Where were you on Christmas Eve?"

What can you do to protect your attorney-client privilege?

First, do not tell others what you discuss with your attorney or the advice your attorney gives to you, and do not disclose to anyone else letters or email messages that your attorney sends to you. If you do so, you will lose the attorney-client privilege. Meetings between you and your attorney

should always be held in a private setting where you can speak freely about your legal issues. If you speak with your attorney by phone, do so where no one else can hear you.

Second, do not use an email account provided by your employer to communicate with your attorney. Courts have held that information sent via a client's work-provided email account is NOT protected by the attorney-client privilege because most employers retain the right to read email messages sent or received through their email accounts. Similarly, do not use an email account that you share with anyone else, and protect the password to your email account.

Third, do not ask your attorney to fax information to you unless you are the only person who has access to the fax machine or online fax account. The fact that someone else may pick up the faxed document can destroy the attorney-client privilege for that document.

What is the difference between “privileged” and “confidential”?

The fact that your communication with your lawyer is “privileged” means that neither you nor your lawyer can be forced to disclose what you talked about. That means that neither of you can be forced to turn over privileged letters or email messages, and it means that neither of you can be forced to testify (either in a deposition or at trial) about what you talked about.

However, anything that your lawyer learns as a result of his or her representation of you is considered “confidential,” even if it is not subject to the attorney-client privilege, and your attorney is not permitted to disclose any of your confidential information, with some exceptions. One big exception is that your attorney may disclose information in order to perform the services that you engage him or her to perform.

If you have questions about the attorney-client privilege, please ask your lawyer.