

FIRM POLICIES & PROCEDURES

Initial Consultation & Provisional Engagement

We appreciate your decision to discuss with Stanton Law LLC (the “Attorney” or the “Firm”) your legal issue and allow us to explore how we can help. This document explains how we work, our policies, and our procedures, even for your initial consultation and this provisional engagement. Experience has shown that an understanding of these matters will facilitate a better relationship between us, and that in turn helps us to be more productive in our representation of you. Please read over these policies and procedures, and if you are uncomfortable following them, you should not engage us.

- 1. Scope of Our Representation of You.** Until we have in place a formal engagement and signed engagement letter, our relationship is limited to the initial consultation and provisional engagement. The attorney-client privilege generally applies to our discussions as you decide whether another type of engagement is necessary, but our representation is limited to the topics we discuss.
- 2. All Clients Must Be Respectful.** Our office has attorneys and staff who are all eager to serve you. We require our staff to be courteous, pleasant, and respectful to our clients and anyone else they encounter on behalf of the Attorney. In return, we expect our clients to be courteous, pleasant, and respectful to all of our employees. We will not represent clients who feel the need to yell at, curse at, or insult any of our employees.
- 3. Your Responsibility to Honestly Provide Information.** We only represent honest people. Your honest cooperation is critical to our ability to properly represent you. You must provide us with the factual information and materials we request promptly and completely. Full disclosure of all facts is essential. It is our responsibility as your attorneys to determine the significance and importance of any particular fact so please do not omit any facts. You must be honest and forthright. If you mislead us as to any fact or circumstance, it may jeopardize your legal rights. If we believe you are not being honest, we will not represent you.
- 4. We Will Be Honest With You.** You expect us to protect your legal rights. In doing so, there may be times when our advice is not what you may want to hear. While we will always endeavor to provide information to you in a respectful manner, there may be times when our honest opinions may be difficult to hear. Please rest assured that we will always be candid and forthright with you about your legal position, even if it has the potential to upset you.
- 5. We Play Fair.** We will not file frivolous lawsuits, will not obstruct or obfuscate any process, and will not be unprofessional or discourteous to the other side. We will not lie or mislead, berate or bluster. We will not respond in kind to the obnoxious antics of our adversaries. We pride ourselves on our reputation for fair-but-firm representation, and will not compromise that standing for any case or client. If you want a jerk to show the other side that you mean business, we’re not that jerk.
- 6. We Fight As a Last Resort.** Litigation is a very expensive and disruptive process. It is almost never in a client’s best financial interest to engage in litigation without exploring other options first. If you want a lawyer to immediately start punching the other side in the nose (metaphorically, of course), there are plenty of other aggressive defense firms out there, but we’re probably not the best fit. We’ll litigate and litigate well when we have to, but that course should not be the first alternative. Please give us a chance to see if we can get you back to your business sooner and for less money than the litigation route.
- 7. Your Responsibility to Read What We Send You.** Our office will send you a copy of all documents we receive or send related to your matter. It is your responsibility to read the documents that we send you and schedule an appointment to discuss any questions you may have.
- 8. We Are Attorneys, Not Business Advisors or Accountants.** You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the Engagement Contract or a subsequent writing.



9. **You Must Pay for Our Services.** You agree to pay for all legal services provided by the Attorney, including the initial consultation. The specific fees that will be charged beyond the initial consultation will be outlined in the Engagement Contract that will be provided if you continue with the engagement. Absent extenuating circumstances, the fee for the initial consultation and provisional engagement must be paid by credit card in advance of the legal services and is not refundable.
10. **There Are No Guarantees.** You agree that we have made no guarantee regarding the outcome of any part of your case. We have or will give you our opinion as to your chances of success based on our knowledge and experience, but there are no guarantees as to how your case will turn out.
11. **You Must Approve Any Settlement.** No settlement will be made in your case without your approval.
12. **Email and Text Communications.** While we prefer to communicate with our clients via phone, communicating with your attorney via email is acceptable with a few caveats. You should not expect our attorneys to immediately respond to emails. Our attorneys often are away from their desks and sometimes cannot check their email more than twice a day. Also, email communication is not secure. You should not expect that your email is private. Text messages should be similarly limited and used only for non-substantive matters.
13. **Attorney Client Privilege.** The attorney-client privilege protects certain communications between you and your attorney from disclosure to third parties. In order to maintain that privilege, it is important for you to keep our communications confidential. If you disclose our discussions to others who are not your attorney, or if we have communications in the presence of others who are not your attorney, the privilege may be considered “waived”, and thus subject to discovery by your adversary. Please help to protect the attorney client privilege and refrain from discussing your matter with others. If you have any questions about what you can say and who you can say it to, please feel free to ask us.
14. **Who Makes the Decisions?** You are responsible for helping guide the strategy in your case. We will rely upon you to help us determine what “result” we are trying to achieve. As the attorneys, it is our job to decide the best legal tools to get to your result. It is also our job to decide when it is appropriate to make certain legal arguments, when it is appropriate to extend a “professional courtesy” to the attorneys on the other side (e.g., short extensions of time that do not jeopardize your legal position), and when it is appropriate to use certain legal procedures.
15. **You Can Fire Us and We Can Fire You.** Now or at any time before, during, or after our initial consultation, you are under no obligation to retain our services and may end an engagement before it begins. Once we enter into an engagement (with an Engagement Contract), we’ll explain how with either party can end the relationship.
16. **Governing Law/Waiver of Jury Trial.** If we get sideways about anything and can’t come to a resolution, any litigation that arises concerning this agreement or the subject matter arising from this agreement will be governed by the laws of the state of Georgia without regard to choice of law provisions. Both parties consent to the jurisdiction of the U.S. District Court or the Superior court for the district in which Fulton County, Georgia is located and waive any objection each might otherwise have to jurisdiction and venue. Any dispute that arises between us will be resolved by a judge only; we both waive our right to a trial by jury.

We appreciate you taking the time to review these policies and procedures. If you have any questions about the procedures, or if for any reason you feel you are not able to uphold each of the above, please let the attorney handling your matter know immediately. If you accept our legal services, it will be regarded as your express agreement to be bound by these Policies & Procedures.