



FEE MATRIX

Please note this is not an exhaustive list of fee structures or the practice areas listed under the “ideally suited for” column. We hope the examples below will inspire further innovation, and we look forward to adding additional examples to this list.

TYPE	DESCRIPTION	WELL-SUITED FOR
FIXED FEE BY TASK	An attorney charges a set price for the completion of a certain task associated with the case or matter (e.g., review of a contract, drafting a petition, appearing once in court, etc.). This fee arrangement pairs well with unbundled services . See an example here .	Most practice areas
FIXED FEE BY PHASE	An attorney charges a set price for the completion of a certain phase or milestone associated with the case (e.g., initial case review, discovery, from filing to mediation, trial, etc.). This type of engagement can also be time bound. For example, for six months and then you reassess and renegotiate a new fee with the client. The goal is to choose a phase, milestone, or time frame that will allow you to better assess the issues and variables involved so you can offer another set fee for the next phase or remainder of the case.	Many practice areas but especially effective for civil litigation

TYPE	DESCRIPTION	WELL-SUITED FOR
FIXED FEE BY CASE	<p>An attorney charges a set price for handling the entire case or matter. This arrangement works best for less complex matters with a higher degree of predictability about the potential range of variables and associated legal work likely to be involved. If you choose this approach, we recommend building in a risk premium (as discussed in the Pricing Toolkit). See an example here.</p>	<p>Uncontested divorce, many post-decree domestic relations issues, real estate closings, immigration visas, wills/trusts, less complex estates, landlord/tenant, more modest civil litigation, contract disputes</p>
RECURRING FIXED FEE (A/K/A SUBSCRIPTION FEE) - LITIGATION	<p>Recurring fixed fee arrangements in a litigation context involve charging a set fee on a recurring basis (usually monthly but could also be quarterly or other time increments). It spreads the cost of the services out over the course of the litigation as opposed to requiring the client to pay it all up front or in large sums along the way. This approach is more affordable and accessible to budget conscious clients. Subscriptions are often discounted slightly if purchased on an annual basis. Learn more here and see an example here.</p>	<p>Cases that will last longer than six months</p>

TYPE	DESCRIPTION	WELL-SUITED FOR
<p>RECURRING FIXED FEE (A/K/A SUBSCRIPTION FEE) - TRANSACTIONAL</p>	<p>Recurring fixed fee arrangements in a transactional setting involve charging a set fee on a recurring basis (usually monthly but could also be quarterly or other time increments) and are typically used to advise clients (e.g., counsel on call or coaching), to provide clients with valuable DIY resources (e.g., videos explaining how to move through the process, fill out the relevant forms, etc.), or both. They work especially well with proactive/preventative services. Subscriptions are often discounted slightly if purchased on an annual basis. Learn more here. And see an example here.</p>	<p>Small business and non-profits, domestic relations, condo associations, estate planning, trademarks, attorney ethics and regulation</p>
<p>CONTRACT RECURRING FEE</p>	<p>An attorney charges an initial fee for the creation of a document, such as a contract, and earns a fee every time the client uses the document through a licensing agreement or similar arrangement.</p>	<p>Small business (non-litigation)</p>

TYPE	DESCRIPTION	WELL-SUITED FOR
PURE CONTINGENCY	<p>The attorney receives a specified percentage of the amount recovered in the case and either the prospect of recovery and/or the amount that can be recovered is uncertain. The client generally will be charged any hard costs associated with the case, but the attorney does not receive a fee unless the case results in a successful recovery. This structure is a way to share the risk between attorney and client and it works well when the amount at stake and the potential for recovery are sufficient to balance the risk to the lawyer.</p>	<p>Personal injury</p>
REVERSE CONTINGENCY	<p>The attorney receives a percentage of the amount saved for the client. The base amount from which savings are calculated should be agreed upon with the client up front. Reverse contingency fee arrangements work best in cases where liability is an issue but damages are not.</p>	<p>Breach of contract, debt collection</p>
FEE-SHIFTING	<p>Hundreds of state and federal statutes provide for attorney fee-shifting when the client prevails in a case and provide bargaining leverage to recover fees during settlement.</p>	<p>Consumer fraud, security deposit, domestic relations (statutory fee shifting allowable where the other party can afford to pay fees)</p>

TYPE	DESCRIPTION	WELL-SUITED FOR
<p>FLAT FEE PLUS CONTINGENCY</p>	<p>The attorney charges an agreed upon flat fee in addition to a specified percentage of the damages awarded, if any. The client is typically also charged hard costs associated with the case. This arrangement works best in cases where there is greater uncertainty of either liability and/or the amount that may be recovered, yet the client still sees value in pursuing the matter.</p>	<p>Breach of contract</p>
<p>FLAT FEE PLUS REVERSE CONTINGENCY</p>	<p>Where the attorney charges an agreed upon flat fee up front in addition to recovering a percentage of the amount saved for the client. The client is typically also charged hard costs associated with the case. This arrangement works well in situations where the client can benefit from receiving brief advice about their rights and responsibilities from counsel, and benefit from having a lawyer as their advocate to negotiate or obtain a better result than the client likely would be able to obtain on their own.</p>	<p>Consumer debt collection</p>
<p>HOLDBACK</p>	<p>Specifies that the lawyer will withhold an agreed upon portion of the core fee arrangement on behalf of the client and return it to the client unless the attorney obtains a particular result, which is usually tied to client satisfaction.</p>	<p>Currently most often used in more sophisticated business litigation, but has broader potential applicability</p>

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SUCCESS FEES	Like the Holdback, in this instance the attorney receives an agreed upon bonus payment in addition to the core fee arrangement if the result meets agreed upon criteria. It aligns incentives for the lawyer and client.	Typically used in more sophisticated business litigation, but has broader potential applicability
VALUE ADJUSTMENT LINE	Made famous in the legal profession by Valorem , this fee arrangement includes an additional line on every invoice that allows the client to adjust the fee up or down as they sit fit based on their satisfaction with your services. See an example here .	Cases where emotions are not running high