SAMPLE RETAINER AGREEMENT

WILLICK LAW GROUP
3591 East Bonanza Road, Suite 200
Las Vegas, NV 89110-2101

AGREEMENT TO EMPLOY ATTORNEY

This AGREEMENT TO EMPLOY ATTORNEY is entered into between XXX ("Client"), and the WILLICK LAW GROUP ("Attorney").

1. CONDITIONS.

This agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the deposit called for under paragraph three.

2. SCOPE AND DUTIES.

Client hires Attorney for the purpose of .

Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate in the preparation and trial of the case, appear on reasonable notice for depositions and Court appearances, keep Attorney informed of developments, abide by this Agreement, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number, and whereabouts. Client agrees not to compromise the claim without discussing the matter with Attorney, in advance, and Attorney is not authorized to compromise the claim without Client's consent.

OTHER TERMS: None.

3. DEPOSIT.

Client agrees to pay Attorney a retainer fee deposit at the time Attorney is hired, which money is to be held in trust. A normal retainer fee deposit is $10,000.00. Such retainer and any other such replenishing payments, must be remitted to the Firm Administrator for deposit. Cases in which hearing dates are already set and pending, or that will otherwise require extraordinary immediate efforts, may require a larger retainer fee deposit, which is specified at the end of Section 2 below if applicable.

Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs, expenses, and fees for legal services incurred in Client's case. However, it is intended that the retainer fee deposit will be held and used as a security deposit until the conclusion of the case and Client's payment of all outstanding costs, expenses, and fees for legal services. Attorney will charge all costs, expenses, and fees for legal services incurred during each monthly billing cycle against the retainer fee deposit, and all such charges against Client's account are to be replenished within 14 days from the date of mailing of each Semi-Monthly statement. Failure by the Client to replenish the original retainer fee deposit to its original amount within 14 days of receipt of the statement will be cause for Attorney to withdraw from the case.

In other words, Client agrees to pay Attorney in advance for all work to be performed, by maintaining at all times a retainer fee deposit which is to be replenished within 14 days of the Semi-Monthly statement, each statement, during the course of Attorney's representation.

The retainer fee deposit is fully refundable. Any money not used for costs, expenses, and fees for legal services will be refunded to the Client at the conclusion of the case.

In addition to the Semi-Monthly replenishment of the initial retainer fee deposit, Attorney may from time to time require additional deposits of retainer funds in anticipation of an evidentiary hearing, lengthy deposition, trial, or other large cost, whenever Attorney reasonably believes that the sum on retainer is insufficient to cover the expected costs, expenses, and fees for legal services likely to be incurred through the next billing cycle. Client's failure to deposit such an additional retainer by the specified date will be cause for Attorney to withdraw from the case.

No portion of any "flat fee" specified in this Agreement for specific items will be refunded, even if the accrued costs and fees are less than the non-refundable fee.

4. **CONTACTS AND COMMUNICATION.**

Client acknowledges that the normal operation of Attorney's office has been explained, and specifically that communications are normally maintained through the paralegal staff, and that the "team approach" utilized in Attorney's office makes it likely that different tasks will be attended to by different people. Client understands that calls should normally be placed to, and normally will be returned by, the paralegal case manager assigned by Attorney to manage Client's case. Client understands that documents will frequently be drafted by one member of Attorney's office staff (often a paralegal), and then reviewed or edited by another (usually an attorney), sometimes going through multiple drafts or reviews until completed, depending on the nature of the document.

Client has been informed that Attorney's usual mode of keeping clients informed about the status of pending matters in this office is to copy all incoming and outgoing written communications, and Client has been directed to retain all such copies, and periodic billing statements, so that Client's file should be virtually identical to Attorney's file as the case progresses.

Client understands that for the purpose of preserving attorney/client confidentiality, and other reasons, all contacts between Client and any member of attorney's staff are to be conducted ***at the***

office, whether in person or by phone, and not at the home of a member of Attorney's staff, or a cell phone, etc., except where strictly necessary and where advance arrangements for such contacts have been made at the office. It is understood that any meetings outside of normal office hours (i.e., 8:00 a.m. to 5:00 p.m.) or phone calls to a member of Attorney's staff at home or by cell phone are extraordinary events, and are discouraged. Where Client's schedule or other requirements necessitate phone calls or meetings outside of regular office hours, or at the home or cell phone of any member of Attorney's staff, a premium rate of 2 times the normal billing rate for that staff member applies to all time taken for such meeting or phone call.

Client understands that Attorney's office works by appointment and scheduling, such that all client meetings must be by appointment. In the absence of other arrangement made in advance by an attorney in Attorney's office, appointments for office visits should be made through the paralegal case manager assigned to the case.

As a general proposition, ***everything*** you tell us, or we tell you, is and will be treated as confidential information, protected by the "attorney-client privilege" against disclosure. There are certain rare exceptions. For example, we might be required to reveal information necessary to prevent death or substantial bodily harm. However, if the client shares privileged information with third parties it loses that protection – the third party (even relatives or financial backers) can be deposed or examined at trial as to what they know and why they know it. Additionally, the applicable ethics rules ***prohibit*** us from taking direction from, or giving confidential information to, a third party who happens to be supporting the client, or paying the client's legal costs.

In certain ***extremely*** rare circumstances, we permit contact by, and either taking information from, or giving information to, such third parties, at our sole discretion. The normal rule, however, and what you should expect to apply, is that we will not respond to inquiries from any third party, no matter how trusted they might be by the client, and third parties may not be the conduit for the passing of confidential information to, or from, the client.

5. LEGAL FEES.

Client agrees to pay for legal services at the following rates: $550 per hour for Marshal S. Willick, Esq., $325 to $450 per hour for Senior associates, $200 to $300 per hour for Junior associates, and $110 to $200 per hour for paralegals/legal assistants. All personnel billing for their time will do so in 1/10 of an hour (i.e., six minute) increments, and will round to the nearest such increment.

Client agrees that these fees are reasonable on the basis of Attorney's ability, training, education, experience, professional standing and skill, and the difficulty, intricacy, importance, and time and skill required to perform the work to be done.

It is understood by Client that **ALL** time expended by personnel in Attorney's office on Client's case should be expected to be billed at the rate for those personnel. It is not possible to list all the work that may be required in working on Client's case, but it is understood that such work (by attorneys, or legal assistants/paralegals) includes time spent on phone calls to or from Client, or on Client's behalf, reviewing or handling incoming documents from Client, the opposing party, the Court, or any third party, and drafting, preparing, editing, reviewing, etc., pleadings, letters, documents, or

materials, etc., performing legal or factual research, travel to or from hearings or meetings, depositions, time actually spent in such hearings and meetings (including time spent waiting for the matter to be called) and any other activities related to this matter.

In short, Client is informed and understands that the time spent by the personnel of Attorney's office attending to Client's case will normally be billed at the rate of the persons who spent the time.

Client authorizes Attorney to use associate counsel, legal assistants, or paralegals for such work on this case as Attorney might deem appropriate. Such persons shall be billed at their regular billing rate. Client acknowledges and agrees that such staff personnel may be utilized whenever deemed appropriate, and directs Attorney to apportion work at Attorney's discretion.

Under certain circumstances, more than one member of Attorney's staff may work on a matter for Client simultaneously, in which case both members of Attorney's staff should be expected to bill for the time spent. An example would include a trial or contested evidentiary hearing, during which in Attorney's discretion the full participation of more than one person is necessary to properly attend to Client's case.

The same rules apply to sequential or duplicative work. For example, it might be necessary to charge Client for a paralegal or attorney to review some or all of the case file, where immediate familiarity with the facts is required in preparation for a hearing, etc. However, Client will normally not be charged for time spent that is attributable to Attorney's internal staffing assignments, etc., such as one case manager reviewing a file when taking over a file from another case manager.

Notwithstanding the expectation that all time spent on Client's case will be billed, Attorney may, at Attorney's discretion, elect to "write off" or "no charge" certain time actually expended by attorneys or legal assistants/paralegals on Client's behalf. Client acknowledges being on notice that any such write-offs are **discretionary** by Attorney, and are expressly **contingent** on there being no dispute regarding payment of the remaining items billed to the Client. As specified below in the section of this Agreement labeled "STATEMENTS, BILLING INQUIRIES, AND FEE DISPUTES," all "no charge" or "written off" costs, expenses, and fees for legal services will be considered payable in full in the event of a formal dispute or adjudication of a lien, regarding Client's bill.

The hourly fees quoted above are subject to increase from time to time. Attorney will give notice in writing at least thirty days prior to any increase in hourly fees. If Client does not wish to be charged at the new rates, Client agrees to pay Attorney in full for services up to the date of the expected increase and terminate representation by Attorney. Client understands that if Attorney continues to represent Client past the date of the increase, the new fees will be in effect and Client agrees to pay those increased fees for all services rendered thereafter. Likewise, Attorney may modify other terms of this Agreement, similarly notifying Client thirty days in advance of the change, and with the same options for Client to terminate representation, and the same result (the new Agreement goes into effect) if Client does not terminate representation and Attorney continues to represent Client past the date of the proposed change.

If a Court awards attorney's fees to Client (or to Attorney on Client's behalf), and such sums are actually collected, they shall be applied against any outstanding charges on Client's bill. Client, however, remains responsible for payment of Attorney's services. A court order awarding attorney's

fees from the opposing party does **not** relieve Client of the primary responsibility for paying Attorney's bill, or make any work done to collect the attorney's fees awarded any different from any other work performed by Attorney. Any attorney's fees awarded and actually collected that are not needed to pay Client's bill with Attorney (or replenish the retainer fee deposit) shall be paid to Client.

Likewise, Client is aware that the Court could order Client to pay fees or costs to the other side of a case.

6. COSTS AND EXPENSES.

A. INITIAL COSTS

An initial, non-refundable, $25.00 will be billed to Client, from the first funds deposited with Attorney, to purchase the initial file materials, videotape, folders, etc., and to pay for access to the computer-assisted legal research service reserved for all cases in the event access to the service is needed.

Client agrees that if Attorney advances or incurs any costs in this case, including but not limited to costs of investigation, filing fees or other court fees, depositions, process server or witness fees, photographs, exhibits, outside photocopying, the expenses incurred incident to travel on Client's behalf (including lodging and meals), messenger and other delivery fees, parking, consultant's fees, express mail charges, timed-increment computer research charges, or other similar items, such charges will be paid by Client out of funds on retainer or promptly upon being billed.

B. EXPERTS, CONSULTANTS, AND INVESTIGATORS

It may become necessary in the preparation of Client's case for Attorney to hire expert witnesses, consultants, and/or investigators. Attorney will not hire such persons unless Client agrees to pay their fees and charges, but Attorney will select which such persons should be hired. It is understood that Client's refusal to authorize hiring of such persons, when considered necessary by Attorney, could greatly injure Client's case, and if the absence of such persons makes it impossible, in Attorney's discretion, to continue with the case, Attorney may withdraw from the case.

C. Returned Check Fee

Should Client remit a payment to this office by way of check and it is returned for insufficient funds or stop payment, a $25.00 returned check fee will be assessed to Client.

7. STATEMENTS, BILLING INQUIRIES, AND FORMAL FEE DISPUTES.

Attorney will send Client periodic statements (semi-monthly) for costs, expenses, and fees for legal services incurred. The sum indicated on such statements is owed upon generation of the statement, and must be paid within 14 days of the statement date. Normally, Client should have a retainer fee deposit in Attorney's trust account on the date that statements are generated, in which case the costs, expenses, and fees for legal services owed by Client to Attorney will be paid out of the Client's trust

balance upon generation of the statement.

In the event Client does not fully replenish the retainer fee deposit within 14 days of a billing statement, Attorney shall have the option of immediately withdrawing from representation. Interest at the rate of 18 percent annually (1½ percent per month) will be charged on any unpaid balance in excess of the sum held as a retainer fee deposit, beginning on the date a statement showing such an outstanding balance is generated. The interest provision is **not** an agreement to extend credit, but is a method of compensating Attorney for delayed payment.

Obviously, it is possible for mistakes to happen, and Client is not expected to pay for any charges that are incorrect. Client may call or e-mail Attorney's office with an inquiry concerning billing statements (directed to the Firm Administrator). Most actual errors can be resolved with a simple phone call, and Attorney's staff will inform Client whether a mistake is acknowledged, and promptly send an amended statement showing any adjustment or correction resulting from any such call.

Whether or not Client calls with such an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for legal services billed to Client must be made in writing to Attorney's Firm Administrator within thirty days of the date of the statement containing that cost, expense, or fee for legal services. If Client does not do so within thirty days of a billing statement, the statement will be conclusively presumed to be correct.

In other words, **if Client does not contact us in writing within thirty days of a billing statement, Client will have irrevocably agreed that the statement is accurate and correct.** Any person ever reviewing any dispute regarding charges on a billing statement is asked to honor this provision, since it is an essential term to Attorney's agreement to represent Client in this case.

As stated above, while Client should presume that all time spent attending to Client's case by any member of Attorney's staff will be billed, Attorney may elect to "write off" or "no charge" some costs, expenses, and fees for legal services. Any such write-offs are **discretionary** by Attorney, and are expressly **contingent** on there being no dispute regarding payment of the remaining items billed to Client, initiated by either Attorney or Client**.**

If Attorney files a lien to recover unpaid fees and/or costs incurred on client's behalf, or if Client seeks to formally dispute Attorney's billings, by initiating mediation, arbitration, litigation, or a fee dispute in any forum, all "write off" or "no charge" costs, expenses, and fees for legal services reflected on any statement to Client will revert to being fully billed, and be **additional** sums owed to Attorney by Client, in **addition** to the sum disputed by Client.

These provisions are explicitly written to **prevent** a situation where Attorney reduces Client's bill by writing off costs, expenses, and fees for legal services during a case, and then Client seeks to reduce the sums owed further by disputing Client's responsibility to pay the reduced sum. They are intended to provide incentives for both Attorney and Client to resolve, informally and **promptly**, any questions or concerns about the legitimacy of any item billed on any statement, and to provide certainty that once a statement is thirty days old, the costs, expenses, and fees for legal services reflected on that statement are agreed by Attorney and Client to have been accurate and correct.

In accordance with the Uniform Commercial Code, no payments made to Attorney for less than the full sum owed shall constitute payment in full, even if that notation is placed on the payment instrument, unless Attorney and Client both sign a separate written agreement specifically permitting such payment to constitute a payment-in-full.

Client agrees to pay any fees and costs that are incurred by Attorney to collect fees, costs, or expenses from Client, including reasonable attorney's fees.

8. LIENS AND ADJUDICATION.

Client hereby grants Attorney a lien on any and all claims or causes of action that are related to the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums due and owing to Attorney at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any amounts received by Attorney's office on Client's behalf may be used to pay Client's account.

Attorney will retain possession of Client's file and all information therein until full payment of all costs, expenses, and fees for legal services, subject to turnover or destruction of the file as set out in Paragraph 9. Client consents to the district court's adjudication of any such lien and during the pendency of the underlying action without requiring the filing of a separate action, regardless of whether any other action might be or has been filed by either Attorney or Client against the other, including any action alleging malpractice.

9. DISCHARGE AND WITHDRAWAL.

Client may discharge Attorney at any time, although Client understands that court rules might still require Attorney to file a motion to withdraw. Attorney may withdraw at any time at Attorney's discretion. In either such circumstance, Client agrees to sign the documents necessary to permit Attorney to withdraw.

Client has been informed that among the events that should be expected to cause Attorney's withdrawal from this case are Client's breach of any portion of this Agreement (including its payment provisions), Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful, unethical, or impractical.

Specifically, while it is the province of the Client to identify the "objectives of representation," a lawyer is not required to pursue objectives or employ means simply because a client may wish that the lawyer do so. The terms of a lawyer's representation may exclude specific objectives or means, including those that a lawyer regards as repugnant or imprudent.

If Client shall desire to retain other counsel, then Attorney shall be paid the amount then due and owing for work performed for Client.

10. CONCLUSION OF SERVICES; TURNOVER, STORAGE, AND DESTRUCTION OF FILES.

When Attorney's services conclude, all unpaid charges shall become immediately due and payable. Attorney will normally formally withdraw from the case at its conclusion.

After payment of all sums due and upon Client's request, Attorney will deliver Client's file (other than Attorney's personal notes, briefs, and work product that Attorney elects to retain) to Client, along with any Client funds or property in Attorney's possession. If Attorney is not instructed otherwise, Client's file will be kept in Attorney's office for a limited time after completion of the case. **Files are digitized, stored as PDF files and then destroyed upon completion of a case. If you want your file, or anything out of your file, you should obtain it promptly upon conclusion of your case.**

11. DISCLAIMER OF GUARANTEE; TOTAL FEES AND COSTS; TAX CONSEQUENCES.

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes **no such promises or guarantees**. Attorney's comments about the outcome of Client's matter, if any, are expressions of opinion only.

It is understood that it is impossible to predict how long a case will take, how much it will cost, or what the resulting outcome may be. Attorney does not make and has not made any guarantees to Client about the length or expense of Client's case. Attorney has not and will not make any guarantee as to the outcome of Client's case. Client has been informed and acknowledges that it is quite likely that the costs, expenses, and fees for legal services incurred in Client's case will substantially exceed the initial retainer fee deposit.

No advice is given regarding tax consequences, and Attorney specifically is **not** providing tax advice, although questions relating to tax matters may very well come up during the course of the case. Client agrees to seek tax advice elsewhere, and to hold Attorney harmless from any tax effects.

12. EFFECTIVE DATE; SEVERABILITY; NEVADA LAW.

This agreement will take effect when Client has performed the conditions stated in paragraph one, but its effective date will be retroactive to the date Attorney first provided services, if earlier. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

The provision of this Agreement is severable. This means that if one or more provisions of this Agreement are found to be void or unenforceable for any reason, the remaining provisions of this Agreement will still apply.

This Agreement is entered into in accordance with the law of the State of Nevada, and Nevada law will apply to any questions relating to the meaning of any provision of this Agreement.

CLIENT	WILLICK LAW GROUP
_____	_____
XXX	Marshal S. Willick, Esq.
_____	_____
Date	Date

PLEASE READ THIS CAREFULLY:

This Agreement is a formal legal contract for Attorney's services. It protects both you and your attorney, is intended to prevent misunderstandings, and it may vary the law otherwise applicable to attorney's liens and resolution of fee disputes. **DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT THOROUGHLY AND ARE SURE YOU UNDERSTAND ITS TERMS.** If you do not understand it or if it does not contain all the agreements discussed, please call it to our attention and be sure this written Agreement contains **all** terms you believe are in effect between us. You have an absolute right to discuss this agreement with independent counsel (or any other advisor) before entering into this agreement, and we encourage you to do so.