



RETAINER AGREEMENT

THIS AGREEMENT is made this day, (_____/_____/_____), by and between Binoye Jos, Esq., of JOS FAMILY LAW, INC. (hereinafter referred to as “Attorney”) and _____ (hereinafter referred to as “Client”). The parties agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services for Client, until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4, below; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. If Attorney chooses not to accept representation after these conditions are met, any deposit made by Client will be refunded in full. Upon satisfaction of these conditions, this Agreement will be deemed to take effect.

2. SCOPE OF SERVICES OF ATTORNEY

Client hires Attorney to provide legal services for family law matters related to the case. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. This Agreement does not cover representation on appeal or in collection proceedings after judgment or proceedings regarding renewal of a judgment. A separate written agreement for these services or services in any other matter not described above will be required. Attorney is representing Client only in the matter described above.

3. CLIENT'S DUTIES

Client agrees to be truthful with Attorney and not withhold information. Further, Client agrees to cooperate with Attorney, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number, email address, and whereabouts. Client will provide all necessary information and documents

required by Attorney in a timely manner. Client agrees to appear at all legal proceedings which Attorney deems necessary and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client's claims

4. DEPOSIT

Client agrees to pay Attorney an initial deposit of \$_____ on (____/____/____), which will be deemed an advance deposit for fees and costs incurred in this matter. An additional \$_____ will be charged for any credit or debit card payment of the initial deposit, which reflects the processing cost for such payments. This will total \$_____ upfront. *If you would like to avoid the 3% credit/debit convenience fee, you are welcome to make a cash or check payment in the office between the hours of 8:30 a.m. and 5 p.m.* The hourly charges and costs will be charged against the deposit. The initial deposit, as well as any future deposits, will be held in the Attorney's Client Trust Account. The client authorizes the Attorney to use that deposit to pay the fees and other charges. Client acknowledges that the deposit is not an estimate of total fees and costs to be charged by Attorney, but merely an advance.

Client agrees that Attorney's right to recover fees and costs from the Deposit or any subsequent deposit held in Attorney's Client Trust Account becomes fixed seven (7) days after the date a bill is sent to Client. Client authorizes Attorney to withdraw the funds from Attorney's Client Trust Account to pay Attorney's fees and costs seven (7) calendar days after the date a bill is sent to Client. If the Attorney receives a written objection from Client within seven (7) days of sending the bill, Attorney's right to withdraw the amount that is identified in the objection shall be deemed to be disputed, and Attorney will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If Attorney receives an objection from Client more than seven (7) days after the date the bill is sent and after the funds have been withdrawn, Attorney will not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute.

Client agrees to pay in full the amount of each bill when received, but not later than ten (10) days after the statement is received. In the event there is any money from any deposit remaining in Attorney's Client Trust Account after Attorney's final bill is satisfied, that money will be promptly refunded to Client. In the event full payment of Client's obligation, as set forth in the monthly billing statement, is not received within fifteen (15) days after the mailing of your monthly billing statement, the past due balance shall bear interest at the rate of ten (10) percent per annum, calculated on a daily basis from the date of said billing statement until the date that our payment is received by our office. The interest provision is not an agreement to extend credit but is a method of compensating Attorney for delayed payment.

Attorney reserves the right to ask for reasonable additional advance payments to Client's account and Client agrees to pay them on request. Those requests will be based on the amount of work the case is likely to require in the future, and the promptness of past payments. Attorney reserves the right to ask for reasonable security for past due balances and for the amount of work the case is likely to require in the future, and Client agrees to provide it upon request by Attorney.

5. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Hourly rates for Attorneys and Attorney's legal personnel will be charged as follows:

Binoye Jos, Esq.	\$400 an hour
Attorneys/Associates	\$350 an hour
Senior Paralegal/Law Clerk	\$190 an hour
Paralegals/Legal Assistants	\$180 an hour

The rates on this schedule are subject to change upon thirty (30) days written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to:

- a.** written communications relating to Client's matter with Client, witnesses, opposing counsel, court personnel, or other persons;
- b.** written documents relating to Client's matter including, but not limited to, correspondence with Client, witnesses, opposing counsel, court personnel, or other persons
- c.** written documents for court filings; and
- d.** telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel, or other persons.

All legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they confer, each person will charge for the time expended, provided that their work is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent only if their presence is essential and justified. Time is billed in minimum increments of one-tenth (.1) of an hour. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town. As an associate attorney fee can be shared with other attorneys, Client is giving consent to discuss necessary matters with other attorneys. Even if the matter is discussed or the fee is shared with other attorneys, total fees will not be increased.

6. COSTS AND OTHER CHARGES

- a.** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements, and expenses, in addition to the hourly fees. The costs and expenses commonly include:

- i.** service of process charges;
- ii.** filing fees;
- iii.** court records/certified copies fees;
- iv.** court and deposition reporters' fees;
- v.** translator/interpreter fees;
- vi.** jury fees;
- vii.** notary fees;
- viii.** deposition costs;
- ix.** long-distance telephone charges;
- x.** messenger and other delivery fees;
- xi.** postage;
- xii.** outside photocopying and other reproduction costs;
- xiii.** travel costs, including parking, mileage, and other transportation fees;
- xiv.** meals and hotel costs;
- xv.** investigation expenses;
- xvi.** consultants' fees;
- xvii.** expert witnesses;
- xviii.** professional mediators, arbitrators, and/or special master fees, and other similar items.

The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage @ IRS Standard Mileage Rate; (2) in-house printing and photocopying @ 20 cents per page; (3) facsimile charges @ 50 cents per page; (4) postage at cost; (5) flat \$20 administration fee, and (6) computerized legal research at cost.

- b.** Out-of-town travel. Client agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel. Client will also be charged one-third (1/3) of the hourly rates for the time legal personnel spend traveling.
- c.** Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, and/or investigators. Client agrees to pay such fees incurred. Attorney will select any expert witnesses, consultants, and/or investigators to be hired, and Client will be informed of persons chosen and their charges.

7. OTHER FEES AND COSTS

Client understands that if Client's case proceeds to court action or arbitration, the court may award attorney fees as well as some or all of the type of costs enumerated in Paragraph 6 above to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by the Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this Agreement.

8. BILLS

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within 14 days of its mailing date. Client may request a bill at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

9. CONVENIENCE FEE

All credit/debit card transactions will be charged a 3% convenience fee.

10. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

11. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are:

- a. with the consent of Client;
- b. Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or
- c. Client fails to pay Attorney's fees or costs as required by this Agreement.

Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

12. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a

period of three (3) years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than three (3) years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file at Attorney's expense. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

13. CLIENTS WITH PHYSICAL DISABILITIES

Our law office is located at 1918 W. Chapman Avenue, Suite 200, Orange, California 92868. It is an upstairs suite, and there is an elevator to accommodate those with certain physical disabilities.

14. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by Client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

15. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 3-410, Attorney informs Client that Attorney does have professional liability insurance.

16. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in this Agreement. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

18. SEVERABILITY IN THE EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

19. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

20. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. 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 PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

DATED:

DATED:

Client

BINOYE JOS, ESQ.
Attorney for Client**ADDITIONAL NOTES:**