

\_\_\_\_\_  
ASSIGNED ATTORNEY AT LAW

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTORNEY / CLIENT CRIMINAL RETAINER

This is the written fee agreement (“Agreement”) that California law requires attorneys to have with their clients. \_\_\_\_\_ (“Attorney”) will provide legal services to \_\_\_\_\_ (“Client”).

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 initial deposit called for under Paragraph 4.

2.A. **SCOPE OF SERVICES.** Client hires Attorney to provide legal services in the following matter:

1) Representation of client up to and including Preliminary Hearing Only

**B. DEFENDANT’S CONTACT INFORMATION (i.e., if applicable):**

Client is hiring Attorney to represent Client in the matter of Client’s Criminal Proceeding in the County of \_\_\_\_\_ in the State of California.

Defendant(s) Date of Birth: \_\_\_\_\_

Defendant(s) Address(s) \_\_\_\_\_

Client’s Driver’s License or California ID card number and Expiration Date: \_\_\_\_\_

Client Booking Number \_\_\_\_\_

Client Case Number (If known) \_\_\_\_\_

C. 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.

**D. THIS IS AN HOURLY FEE - RETAINER AGREEMENT: Attorney and Client agree that this is an hourly fee retainer agreement and is not a true retainer. Client’s case may be resolved in one appearance or in many appearances. The fee is deemed earned once coinciding hours are worked, and no other payment shall be due unless called for by this agreement or by separate agreement. Attorney shall have no obligation to provide services to Client until the agreed payment is made on time\*. The initial \$1000 deposit shall not be held in an attorney / client trust account, but shall be deposited in the Attorney’s personal account since the fee shall be immediately earned once any kind of services have been performed or started. Client agrees that the initial \$1000 deposit will be earned in full and no portion of it will be refunded once any kind of services have been performed**

or started even if attorney withdraws with Client's consent or withdraws for good cause or even if Attorney is discharged by client.

Attorney and Client agree to the following fee structure as it pertains to the representation

- 1) Attorney's regular hourly fee is \$350 and Associate Attorney hourly fee is \$300
- 2) All non-lawyer paralegal work to be done at agreed upon \$71.25 hourly rate by Apex Law Service as per already entered into agreement with Apex Law Service dated \_\_\_\_\_.
- 3) Estimate of the number of Attorney hours = \_\_\_\_\_ hours.
- 4) Estimate of the number of Associate Attorney hours = \_\_\_\_\_ hours.
- 5) Estimate of the number of non-lawyer paralegal hours Attorney will order from Apex Law Service = \_\_\_\_\_ hours.
- 6) Estimate Overall Cost to Advance to Trial = \_\_\_\_\_.
- 7) Payment Terms for Estimated Cost to Advance to Trial are as follows and includes non-lawyer paralegal hour fees to be paid by Attorney to Apex Law Service:
  - Apex Law Service \$500 deposit received on \_\_\_\_\_.
  - Deposit of \$1000 received on \_\_\_\_\_.
  - 1<sup>st</sup> Payment of \$ \_\_\_\_\_ due by: \_\_\_\_\_
  - 2<sup>nd</sup> Payment of \$ \_\_\_\_\_ due by: \_\_\_\_\_
  - 3<sup>rd</sup> Payment of \$ \_\_\_\_\_ due by: \_\_\_\_\_
  - Other Terms: \_\_\_\_\_

3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, 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 and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **COSTS AND LITIGATION EXPENSES.** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses paid or owed by Client in connection with this matter; or which have been advanced by Attorney on Client's behalf and which have not been previously paid or reimbursed to Attorney. Cost include, but are not limited to: Costs, disbursements and litigation expenses commonly include court fees, jury fees, service of process charges, court and deposition reporters' fees, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, collection costs, investigation and investigator expenses, paralegal expenses, word processing fees, office supplies, contract attorneys, consultants, expert witness, professional mediator; arbitrator and/or special master fees and other similar items. Costs and expenses will be charged at our cost. Fax = \$1 per page; Photocopying = .25 cents per page; Mileage = .32 Cents per mile. Attorney has received no money towards costs at this time.

5. **NECESSARY EXPENDITURES FRONTED BY CLIENT ATTORNEY CONTINUES:**

*Experts, consultants or investigators:* To aid in the representation, preparation, or presentation of Client's case or matter, it may become necessary to hire experts, consultants, contract attorneys, or investigators. Attorney will select any expert's consultants, contract attorneys, or investigators to be hired and Client will be informed of persons chosen and their charges. Client agrees to pay such fees and charges unless he expressly waives them in writing.

Out of Town Travel: Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling. NOT APPLICABLE Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid travel expenses are due from client in full.

**6. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement; refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession, whether or not Client has paid for all services. Client shall have to pay for Attorney's fees involved with discharge or withdrawal.

**7. 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. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise that is oral or written which is made on or before the effective date of this Agreement will be binding on the parties. This agreement shall only be modified in a writing signed by both parties.

**9. SEVERABILITY IN 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 shall be severable and remain in effect.

**10. 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. This agreement supercedes the previous misdemeanor contract entered into by attorney and client and incorporates the fees paid to attorney in the balance to be paid here.

**11. ASSOCIATION OF OTHER ATTORNEY'S** Attorney reserves the right to have associate attorneys appear on his behalf for non-essential court appearances if needed. Client understands and agrees that he is hiring the firm. Client understands that Attorney will make all litigation decisions and critical appearances for client. Non-litigation appearances, such as trial, may be handled by the firm's associates and client consents.

**12. The parties have read, agreed to, and understood, and accepted the foregoing terms 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. The Client shall receive a fully executed duplicate of this agreement.**

**13. Guarantor – In this case a third person is paying for legal fees. That person will be jointly liable for the payment of any outstanding fees or costs in this case.**

Attorney Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Attorney Name: \_\_\_\_\_

Client Name: \_\_\_\_\_

Guarantor Name: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_  
Date: \_\_\_\_\_