

[DATE]

[CLIENT ADDRESS]

Re: Agreement of Retention

Dear [CLIENT]:

I am pleased that you have chosen the Law Offices of Robert C. Reuland, P.C., to represent you in connection with your current case. The ethics rules governing lawyers encourage us to explain to a client, in writing, both the financial aspects of the attorney-client relationship, and the responsibilities and expectations of both parties to the relationship. Please examine this letter carefully and let me know immediately if you have any questions or concerns.

Who will work on your case?

I, Robert C. Reuland, will be the primary attorney responsible for your case. I will either perform or directly supervise all work done on your behalf.

Who is the client?

You, [CLIENT], are the client. This remains true regardless of whether the fee for our services is paid by you, a member of your family, or anyone else. Accordingly, the lawyer-client relationship formalized by this agreement exists only between me and you. I will not communicate any information about your case with anyone else, including members of your family or anyone who may pay your legal fee, without your permission.

How much is the legal fee?

Our initial retainer is a fixed fee in the amount of \$[AMOUNT]. This is a non-refundable minimum fee. An additional retainer may be required if additional charges are brought, if higher charges are filed, or if the matter is set down for trial, as discussed below.

What does this fee include?

This agreement will encompass legal representation in connection with the incident or incidents charged in [INDICTMENT NUMBER]. You should know that this initial retainer includes all work to be performed on your case up to but not including trial, such as all court appearances before trial, all pre-trial motion practice, all pre-trial

court filings and legal research and briefs submitted on your behalf, all plea negotiation and conferences with the district attorney, all attorney-client visits, and the conduct of any pre-trial evidentiary or other hearings.

What is not included in the fee?

There are three general phases in any criminal action: pre-trial, trial, and appeal. This initial fee includes only *pre-trial* proceedings on this case and does not include representation at trial or on appeal or any other post-verdict proceeding. If additional criminal charges are filed in the court where this office represents you, an additional fee may be required, separate from and in addition to this retainer.

The office at this time is not retained to represent you on any civil matters including any administrative proceedings, or any collateral effects that may result from either a conviction or a dismissal not on the merits, or federal charges, and is not providing advice regarding any such matters. Nor does our representation include obtaining the return of any property taken by governmental authorities, or a civil suit therefor, or release of bail monies or property secured for bail.

What if this case goes to trial?

In the event your case is marked down for trial, a separate retainer agreement between us must be entered into addressing fees, costs, and the like. If a new fee agreement is not entered into at that time, I may seek to withdraw from representing you. If I am able to negotiate a plea bargain that is satisfactory to you and you choose to accept it, or if charges against you are dismissed, there will be no trial. No refund will be given in the event of a plea bargain or dismissal of charges prior to trial.

Is there an hourly charge?

No. This initial retainer is a fixed fee, which many clients find preferable to being charged an hourly rate since it provides certainty of cost and may in many cases prove more cost-effective for you than hourly billing. For your information, for serious felony matters such as your case, our billable rate is \$400 per hour.

Are there any additional costs?

Additional costs may be imposed for computer-assisted legal research, scientific experts, investigators, and special mailing charges. You also agree to pay to this office all reasonable and necessary disbursements incurred during the course of representation. These disbursements normally include, but are not limited to, items such as the following: electronic research, transcripts, costs for service of subpoenas, long distance telephone calls, transportation, messenger service, and photocopying. These disbursements generally do not prove to be substantial, but if any particular item is more than \$400, we shall obtain your approval in advance. The cost for disbursements is due upon request.

In the event that it may become necessary for this office to request the additional services of outside experts, including private investigators, it is understood that these persons may have separate retainer agreements entered into directly between you and such persons, and that you will be solely responsible for all fees due and owing to such outside persons. No such outside persons shall be retained without your express authorization beforehand.

Can we terminate this agreement?

Yes. You have the legal right to terminate this office's representation of you at any time. In that event, the fixed minimum retainer will not be refunded. If any fees are then owing, you will remain responsible for them. Should it be necessary to calculate the reasonable value of services rendered to date, such value will be based upon our hourly rate of \$400 per hour. You will pay all fees and expenses then due prior to our releasing your file. I will assist you in the transfer of this file.

In a criminal matter, however, your desire to obtain a new attorney is subject to court approval. The court may not grant the substitution of counsel or agree to delay the proceeding to provide you time to obtain a new attorney.

This firm reserves the right to withdraw from this representation if you do not pay fees or invoices on a timely basis or if there has been a breakdown of the attorney-client relationship. Discontinuance of the representation does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination.

I would also have to withdraw my services if I learned of a conflict of interest that would make it unethical for me to continue to act for you. A conflict of interest occurs when what is best for one of the clients of my firm somehow is not best for or hurts another of our clients. If I have to withdraw my services for you because of a conflict of interest, you will only have to pay my fees and expenses up to the time I stopped acting for you. At the present moment, however, I am unaware of any such conflict of interest.

What can you expect from us?

We will work diligently and faithfully to reach a favorable resolution of your case and pursue this matter to the best of our abilities and in any manner that is in your best interests. We will promptly inform you of all progress or developments in your case. We will meet or speak with you as much as necessary to the progress and preparation of your case. We will send you copies of all correspondence sent on your behalf, copies of all documents filed on your behalf, and copies of all documents received from the prosecutor, court, or other parties relating to your case.

Neither I nor anyone from this office has made any promises, expressed or implied, as to the eventual resolution or outcome of your case. Of course, we cannot

guarantee the outcome of your case. We will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. Lawyers, however, are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action. Therefore, it is understood that I shall determine the strategy for the defense of this case, which I will follow after consultation with you. Should you and I differ on the defense of this case, either of us may choose to terminate the relationship.

I am a solo practitioner and my trial schedule often prevents me from being able to return telephone calls or to see clients whenever they wish. In fairness to my other clients whose matters may then be before the court, my attention will be primarily on the conduct of these cases. Because of this, it may be some hours or days before I can return your call unless it is urgent. Please let my secretary know if a call is urgent, and I will call back as soon as I can.

All of your original client materials will be returned to you, or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation. If you do not pick up your original client materials within 12 months of receiving the notice that they are available, they may be destroyed without further notice to you.

What we expect from you.

In order for a lawyer-client relationship to work effectively, you must be truthful in all discussions with us, even if, and especially when, you think the information is hurtful to you and your case. In order to help you, we need to have all information in a timely manner. If we are missing part of the picture, we cannot effectively represent you. A breakdown of the attorney-client relationship may happen if you misrepresent facts to me or fail to disclose important facts, fail to cooperate with me in any reasonable request, ask me to do something illegal or unethical, or fail to pay your bills on time.

Appeals and other related proceedings.

This representation is limited and does not include representing you in any trial, post-conviction, retrial, appellate proceedings or administrative hearing. We will be pleased to represent you in any such matter, but a separate retainer agreement must be entered into if you wish for the firm to represent you in an appeal or other related proceedings. The firm reserves the right to decline future requests for representation without explanation.

Very truly yours,