



## ROACH LAW

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### **ENGAGEMENT LETTER OF UNDERSTANDING**

The purpose of this letter is to confirm my engagement as legal counsel for you or your business (hereafter, the "Client"). The terms of our engagement for all services rendered will be as described in this letter. Please review these terms carefully. The ethics of the legal profession mandate that upon commencement of representation of a Client, you understand and agree with the financial commitments involved.

**1. AVOIDANCE OF CONFLICTS OF INTEREST.** We make every effort to avoid conflicts of interest which would cause you to question whether you have our complete loyalty. On rare occasion Clients are involved in transactions with other Clients. I will neither represent you against another Client, nor anyone else against you, with respect to the matter as to which we have been engaged unless all parties consent.

**2. FEES FOR SERVICES.** My current rate for all services is **\$215.00** per hour, with a minimum **\$500.00** advance retainer. (Retainers are in the nature of a pre-payment, held by us for the protection of the firms' investment of time and effort in the case). Paralegal services are billed at **\$75.00** per hour.

**ON THE SIGNATURE PAGE BELOW, PLEASE PROVIDE A CREDIT CARD TO WHICH INVOICED LEGAL FEES WILL BE APPLIED.**

Unless otherwise indicated, all work for a particular month through this office will be reflected in one invoice regardless of who performs the work. For certain services or situations, we may charge a flat fee or a "project based" fee. However, *unless otherwise discussed and agreed to in writing*, you will be billed on an hourly basis. In addition, some matters require expenses to be incurred and paid on your behalf, such as filing fees or UPS deliveries. It is understood that while acting as your lawyers, we have the authority to incur and pay these out of pocket expenses on your behalf. We will itemize for you the monthly disbursements, if any, incurred for your matter during the preceding billing period. Please note that we do not normally charge for routine photocopying, faxes, telephone costs, or staff overtime—our philosophy is to incorporate these costs into our hourly rates. In unusual circumstances involving major transactions, however, we may charge our actual cost for these items so that they are allocated fairly for the Client receiving the benefit. In some circumstances, particularly with regard to substantial amounts, we will ask you either to pay the costs directly or to fund them in advance.

**3. PAYMENT FOR SERVICES.** It is our policy to send statements for legal services on a monthly basis. For example, all services performed in the month of January will be reflected in an invoice sent to you in the first week or two of February. On occasion, time may be billed outside of the particular monthly invoice for efficiency or due to delays in accrual of time or expenses. Our expectation is that statements will be paid upon receipt.

We adhere to the following procedures in the handling of delinquent invoices: *After 30 days*, a service fee will be applied at a rate of 2.5% of the then-current balance, or a flat \$25, whichever is greater. *After 60 days*, we

reserve the right to suspend or cancel further services pending full payment of the balance due. Thereafter, the account may be sent to collections or a lawsuit may be filed for the balance due. Client is responsible for all costs and fees (including reasonable attorneys' fees) incurred to enforce the provisions of this agreement. Because it is impossible to anticipate accurately when problems or opposition will develop in a matter, it is impossible to estimate the precise amount of fees for services. Unless we specifically agree to a fixed fee, any fees quoted by our office are only estimates.

**4. TERMINATION OF REPRESENTATION.** In the event that we determine at any time that we should withdraw from further representation, we shall have the right to do so upon reasonable notice to you. Although such occurrences are uncommon, there may be instances where withdrawal/termination of services is appropriate, such as non-payment or late payment of fees or disbursements, disagreements in the manner in which the matter should be handled, or other circumstances. If a termination of the Attorney/Client relationship occurs, you agree to cooperate in whatever manner is necessary to allow such termination of services. In any event, you agree to pay for all services rendered through the date of termination. Once our representation has terminated, we will have no obligation to inform you of due dates or any other obligations, or to maintain any documents or dockets relating to your matters.

**5. RETENTION OF DOCUMENTS.** When a matter has been concluded, we will retain for a reasonable time (at our sole discretion) copies of documents generated or received by us during our representation. Occasionally, closed files are destroyed to make efficient use of limited storage space. You must retain all originals and copies which you desire among your own files for future reference. We may destroy files at various times after the completion of matters, including any personal property in such files, if not claimed and retrieved within a reasonable time after our engagement.

**6. CONFIDENTIALITY.** Communications between an attorney and a Client are confidential communications as provided by law. If the communications between an attorney and a Client are properly protected, then the communications can be kept from third parties except in rare circumstances. Because of this statutory communications privilege, it is extremely important that you exercise great caution about discussing or communicating with anyone outside this firm the legal matters we handle for you. Such communication could prejudice the effectiveness of our representation and may destroy the confidentiality of communications between us.

**7. GENERAL UNDERSTANDING.** You understand that although we will perform our professional services on your behalf to the best of our ability, we cannot and have not made any guarantees regarding the outcome. Any discussions we have with you about the outcome of the matter are our best professional estimate only and are limited by our knowledge at the time they are made. You acknowledge that you have been given a reasonable opportunity to seek the advice of independent counsel of your choice with respect to this engagement letter and that you have availed yourself of that opportunity if and to the extent you deemed it appropriate to do so.

**8. ARBITRATION.** Should a dispute arise between us that cannot be resolved in this manner, however, then to the extent permitted by law, we and you agree to settle the dispute through binding arbitration. You understand and agree that in the event our employment is terminated for any reason, that you will arrange to pay the amount due to our firm prior to our delivery of files to you or any other designee.

If any term set forth in this letter presents a problem or is unclear, please advise me immediately so that we may discuss it and reach a full understanding. Otherwise, please sign and return a copy of this letter to me. I welcome you as a Client and look forward to a mutually beneficial relationship.

[PLEASE COMPLETE, SIGN AND RETURN THE FOLLOWING PAGE]

**SIGNATURE PAGE – ROACH LAW OFFICE ENGAGEMENT LETTER**

**ACCEPTED AND AGREED:**

**SIGNATURE:** \_\_\_\_\_

**PRINTED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ (IF APPLICABLE)

**COMPANY:** \_\_\_\_\_ (IF APPLICABLE)

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

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**Credit Card Authorization:**

**By my signature below I hereby authorize Roach Law Office LLC to process payment in full of all invoices submitted to me for legal services and fees using the following credit card.**

**CREDIT CARD NUMBER:** \_\_\_\_\_

**CARDHOLDER NAME:** \_\_\_\_\_

**EXP. DATE:** \_\_\_\_\_

**CCV (3 DIGITS):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ADDRESS ON FILE:** \_\_\_\_\_  
(IF DIFFERENT FROM ABOVE)