**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 XX ("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 initial retainer deposit of $15,000.

## 2. SCOPE AND DUTIES.

Client hires Attorney for the purpose of domestic relations litigation.

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. CONTACTS, COMMUNICATION, AND ASSIGNMENTS.

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.

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, and alter who works on which matters at any time, at Attorney's discretion.

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.

Unless Client has opted out in writing, Client has further expressly given Attorney authorization to utilize electronic means to communicate using either a facsimile or an e-mail address provided to Attorney for that purpose. Said communications shall include the billing statements sent to Client, unless specific alternative arrangements have been made with the Firm Administrator.

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 Client shares privileged information with a third party, it generally 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, is that we will not respond to inquiries from any third party, no matter how trusted they might be by Client, and third parties may not normally be the conduit for the passing of confidential information between Attorney and Client, in either direction.

## 4. LEGAL FEES.

Client agrees to pay for legal services at the following rates: $800 per hour for Marshal S. Willick, Esq., $300 to $600 per hour for associates, and $110 to $275 per hour for paralegals/law clerks. All personnel billing for their time will do so in 1/10 of an hour (i.e., six minute) increments.

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.

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 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, or Attorney's alteration of the lead attorney in a case.

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 "BILLING INQUIRIES, AND FORMAL 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 the costs, expenses, and fees for legal services incurred in Client's case. 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 the costs, expenses, and fees for legal services incurred in Client's case, 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.

## 5. COSTS AND EXPENSES.

### A. INITIAL AND CONTINUING COSTS

An initial, non-refundable, $50 will be billed to Client, from the first funds deposited with Attorney, to purchase initial file materials, 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, 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. **For large photocopying requirements, Attorney reserves the right to use in-house copying equipment and bill for such use at the rate of $.12 per page for black and white copies and $.25 per page for color copies.**

### B. EXPERTS, CONSULTANTS, AND INVESTIGATORS

It may become necessary 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 $35 returned check fee will be assessed to Client.

## 6. DEPOSITS AND STATEMENTS.

Client agrees to pay Attorney an initial retainer fee deposit at the time Attorney is hired (as defined at page 1, paragraph 1), which money is to be held in trust. Cases in which hearing dates are already set and pending, or that will otherwise require extraordinary immediate efforts, may require a larger initial retainer fee deposit or an additional retainer fee deposit in advance of the scheduled proceedings.

Attorney will send Client periodic statements, normally twice per month, for costs, expenses, and fees for legal services incurred. Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs, expenses, and fees for legal services incurred during each billing cycle in Client's case. All such charges against Client's account are to be replenished on or before the work day immediately before the next billing date.

It is intended that the retainer fee deposit will be held and used as a security deposit until the conclusion of the case and payment of all outstanding costs, expenses, and fees for legal services in Client's case. Client has been advised that the provided credit card on the last page of this Agreement shall be used to replenish Client's retainer the work day immediately before the next billing date, unless prior arrangements have been made with the Firm Administrator.

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 of a statement showing such an unpaid balance. This interest provision is **not** an agreement to extend credit, but is a method of compensating Attorney for delayed payment.

In addition to the semi-monthly replenishment of the 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 acknowledges being informed that firm policy is to never proceed to a contested hearing or trial without adequate funds on deposit to pay the fees and costs anticipated to be expended in that hearing or trial.**

Failure by the Client to replenish the retainer fee deposit to its original amount on or before the work day immediately before the next billing date, or to deposit an additional retainer deposit if requested, will be cause for and permit, but not require, Attorney to immediately 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 on or before the work day immediately before the next billing date, 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, except that 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.

The initial retainer and any replenishing or additional payments must be remitted to the Firm Administrator only, unless specifically directed otherwise by Marshal Willick personally. Client acknowledges being informed that no additional, or alternative, arrangements as to any economic matter may be made with ***any*** person other than Marshal Willick or the Firm Administrator.

## 7. CONFLICT OF INTEREST WAIVER

By signing this retainer, Client hereby **WAIVES** any actual or perceived conflict of interest concerning Attorney's representation of Client in this or any other case if Attorney was/has been engaged by any opposing party or their counsel for the purposes of drafting any order or other paper including, but not limited to, a pension division order such as a Qualified Domestic Relations Order or if Attorney was acting as a retained expert.

## 8. BILLING INQUIRIES AND FORMAL FEE DISPUTES.

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, directing the inquiry to the Firm Administrator. Most actual errors can be resolved with a simple phone call, and the Firm Administrator will inform Client whether a mistake is acknowledged, and promptly send an amended statement showing any adjustment or correction resulting from any such call.

In the absence of written confirmation from Attorney's office showing such an adjustment or correction, each statement remains as the record of Client's account. Any dispute as to the accuracy or validity of any charges, or requests for adjustment of any costs, expenses, or fees for legal services billed to Client must be made in writing to the Firm Administrator within 30 days of the date of the statement containing that cost, expense, or fee for legal services. If Client does not do so within 30 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 30 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 in which Attorney reduces Client's bill by writing off costs, expenses, or 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 30 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, explicitly including compensation at their regular hourly rates for any time spent by Attorney or staff in representing the WILLICK LAW GROUP in any fee negotiation, hearing, mediation, arbitration, or litigation. Any person – including judicial officers – ever reviewing or adjudicating any such fee dispute is asked to honor this provision, since it is an essential term to Attorney's agreement to represent Client in this case.**

## 9. 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, whether or not the case has been concluded. 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 10. 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.

## 10. DISCHARGE AND WITHDRAWAL.

Client may discharge Attorney at any time, and Attorney may withdraw at any time at Attorney's discretion, although Client understands that court rules might still require Attorney to file a motion to withdraw and complete tasks required by the Court prior to withdrawal. 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 costs, expenses, or fees for legal services incurred in Client's case.

## 11. 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.**

## 12. DISCLAIMER OF GUARANTEE; TOTAL FEES AND COSTS; TAX CONSEQUENCES, SOCIAL NETWORKING, AND OTHER MATTERS.

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 made 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, immigration, Social Security, bankruptcy, or securities and exchanges issues, and Attorney specifically is **not** providing advice concerning these issues, although questions relating to those matters may very well come up during the course of the case. Client agrees to seek advice on those issues elsewhere, and to hold Attorney harmless from any effects Client incurs concerning those matters.

As general matter of prudence, we typically advise that Client should close, **but not delete**, any social networking or dating website account, such as Facebook, Twitter, Instagram, or Ashley Madison. What you post can and often will be used against you by others. If you have any question about any part of this provision, please ask.

## 13. EFFECTIVE DATE; SEVERABILITY; NEVADA LAW.

This agreement will take effect when Client has performed the conditions stated in paragraph 1, 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 provisions of this Agreement are 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.

**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.

| CLIENT | WILLICK LAW GROUP |
|---|---|
| _____ | _____ |
| XX | Marshal S. Willick, Esq. |
| _____ | _____ |
| Date | Date |

**CREDIT CARD AUTHORIZATION (please initial the relevant paragraph):**

_____ I authorize the WILLICK LAW GROUP to keep my signature on file and charge my legal fees, costs, and expenses as incurred on my Visa, MasterCard, American Express, or Discover in accordance with the terms stated above as to fees, costs, expenses, and retainer fee deposits, on or before the work day immediately before the next billing date.

– OR–

_____ I authorize the WILLICK LAW GROUP to keep my signature on file and charge my legal fees, costs, and expenses as incurred on my Visa, MasterCard, American Express, or Discover in accordance with the terms stated above as to fees, costs, expenses, and retainer fee deposits, ***but only as I so authorize via telephonic or written communications***.

I understand that this authorization, as initialed above, is valid and cannot be canceled while a financial obligation is outstanding to the WILLICK LAW GROUP under the terms set out above. I further understand that if this card is canceled or replaced (including issuance of a card with an updated expiration date), I am obligated to supply the WILLICK LAW GROUP with the new credit card information.

– OR–

_____ I authorize the WILLICK LAW GROUP to charge on my Visa, MasterCard, American Express, or Discover ***only my initial retainer amount***, as specified in the retainer agreement above.

***Please initial the relevant paragraph above, fill out the below information (including the address to which your credit card is billed and the security code), and return the original signed document to our office. Thank you.***

_____
Client's name

_____ _____
Card Holder's name, as it appears on the card Credit Card #

_____ _____ _____
Security Code Expiration Signature Date

_____
Address to which this credit card's bill is sent

_____
Email (or other) address to which you would like a receipt sent