

Mirowski & Associates

Attorneys at Law
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ATTORNEY RETAINER AGREEMENT

(Hourly)

CLIENT: _____

MATTER: _____

This Agreement is made between the above-named Client, (hereinafter, "Client") and the Law Firm of Mirowski & Associates (hereinafter "Attorney"):

1. Client hereby retains Attorney to represent Client and to do all things appropriate to represent Client in the above matter. In consideration of the legal services to be rendered by Attorney, Client agrees to pay Attorney for legal services as follows: **\$ 295.00** per hour for Attorney Mirowski's time; **\$ 175.00** per hour for an Associate Attorney's time; **\$115.00** per hour for Law Clerk / Paralegal's time, and; **\$75.00** per hour for Legal Assistant's time. Time will be charged in increments of one tenth (1/10) of an hour rounded off to the nearest one tenth (1/10) of an hour. This fee is not set by law. Client further agrees to pay for all costs and expenses incurred by Attorney derived from or incurred as a result of said representation. These may include, but are not limited to: filing fees, service fees, deposition charges, subpoena costs, expert/consultant fees, witness costs, document duplication, travel expenses, jury fees and authorized investigator fees. Attorney is not obligated to advance any such fees, costs and expenses and may require that Client advance sufficient funds to cover anticipated work and costs before incurring the same. Attorney shall *not* be responsible for any tax related matters or the issues derived therefrom.

2. To begin services, Client has deposited with Attorney an original retainer in the amount of \$_____ which shall be held in trust for the Client until earned. All hourly fees and costs shall be subtracted from this retainer as they accrue or are incurred. Client will receive a monthly statement itemizing the fees and costs to be charged to Client. Client agrees to promptly remit payment to Attorney for those sums due and to maintain a Minimum Monthly Retainer balance of \$_____. Attorney reserves the right at any time to require Client to pay to Attorney one or more additional retainers as may be deemed appropriate by attorney to secure expected fees or costs in this matter.

3. Should the retainer on account be completely depleted during any month, Attorney may, (but is not obligated to), continue to incur fees and costs as are necessary, appropriate and advisable for the Client's representation. These fees and costs will be described on the next bill issued. Should any of the fees and/or costs advanced to Client not be paid by Client before the cut off date of the subsequent monthly bill, a carrying fee calculated at 18% annually and charged monthly, shall be charged on the outstanding balance. Failure of Client to bring account current within thirty (30) days of a bill being issued shall be deemed good cause for Attorney to withdraw from representation at any time during the course of representation.

4. Attorneys shall use his best efforts in representing Client. Client shall cooperate with Attorney. This includes providing all information requested by Attorney and following Attorney's advice. Client shall also keep Attorney informed of a current address and a direct telephone whereby Client can be reached within 24 hours.

5. Attorney and Client have an unqualified right to discontinue the Attorney-Client relationship at any time. Client will remain liable for all fees and costs incurred up until a written notice of termination is received by the Attorney and where applicable, receipt of an executed substitution of attorney (or other applicable form) relieving Attorney from any further obligation to any court or tribunal which Attorney is required to report to because of Attorney's representation of Client. Upon termination, Client shall pre-pay for the costs of copying any files or records requested by Client. Upon Attorney's termination or withdrawal, Client shall be entitled to a return of any monies advanced and not earned as fees, or expended as costs. Rates herein may be changed by a Notice to Client thirty days (30) before the effective date of said change. Pursuant to California Rule of Professional Conduct 3-410, the Attorney does hereby provide the Client with explicit notice that this office does not carry professional liability insurance.

6. Client acknowledges that Client has been advised that litigation is emotionally frustrating, expensive and that Attorney has made NO GUARANTEE regarding the disposition of any phase of this matter or the outcome. All expressions relative to said matters are only to be regarded as Attorney's opinions.

7. Should any controversy or claim arise out of or relate to this contract, or the breach thereof, it will first be submitted to mediation. If the matter cannot be settled by mediation, it shall be submitted to arbitration in accordance with the rules promulgated under the California or San Diego County Bar Association. The prevailing party, in any legal action, arbitration or proceedings between the parties shall be entitled to recover actual attorney fees and actual costs incurred relating to the matter. If any mediation, arbitration or legal action is instituted regarding this Agreement, the venue shall be that of the Central District of San Diego County, California. This instrument contains the entire agreement of the parties hereto and supersedes any and all agreements, either oral or written, between the parties hereto.

IT IS ACKNOWLEDGED THAT THIS AGREEMENT HAS BEEN READ AND AGREED TO BY THE PARTIES SIGNING BELOW:

Dated: _____

(Client)