

ATTORNEY RETAINER AGREEMENT UNLAWFUL DETAINER (EVICTION)

Date: _____ Place Signed: _____

THIS AGREEMENT confirms that you, _____, the undersigned (hereinafter "Client"), have retained the LAW OFFICES OF SUSAN MARCHANT ANGEL (hereinafter "Attorneys") as attorneys at law to represent you (and your company _____) as a Client for legal advice and/or for all claims regarding eviction of tenants at _____.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN CLIENT AND ATTORNEYS AS FOLLOWS: (Initial items that apply and cross out inapplicable items.)

1. **Employment of Attorneys:** Client empowers Attorneys to take all steps in said matter deemed by Attorneys to be advisable; namely, to reach a compromise, to institute appropriate legal proceedings, and to take all other appropriate steps, including, without limitation thereto: hiring investigators, experts and obtaining other services on client's behalf.

► _____
(Initial) 2. **Basic Fee Arrangements:** After discussion with Attorneys, Client has considered alternative fee arrangements and has chosen the following fee arrangement and Client agrees to a deposit of \$900 for each unlawful detainer, of which \$600 is for fees and \$300 is for a deposit towards costs:

(a) **Flat Fee for Uncontested Eviction:** Client agrees to pay \$600 for fees for the unlawful detainer (eviction) action, even if the tenant vacates the premises before the complaint is filed or served. This non-refundable flat fee does not include costs or settlement negotiations and agreements for which we charge hourly. In the event the tenant defaults (does not file an answer to the complaint), this fee includes obtaining judgment against the tenant for possession and preparing the documents required for enforcement of the judgment for possession. It does not include obtaining a judgment for rent due, Attorneys' fees, and costs, or enforcement or collection of any money judgment obtained.

(b) **Flat Fee for Prejudgment Claim of Right to Possession:** Upon Client's request, for an additional \$50 for fees, Attorneys will prepare a Prejudgment Claim of Right to Possession. This flat fee does not include process service fees.

(c) **Additional Fee for "Money Judgment":** As an additional service, in the event a default judgment is obtained for possession of the premises, if Client chooses to have Attorneys obtain a "money judgment" for the rent, daily rental value damages, Attorneys' fees (if available under the Client's rental agreement), and court costs, Client agrees to pay an additional \$250 for this service, payable when Client signs the necessary papers to obtain such "money judgment."

► _____
(Initial) (d) **Additional Fees and Additional Retainer for Settlement Negotiations and for Contested Evictions:** If the tenant files an answer to the complaint or any other pleadings with the Court, or if Attorneys must enter into settlement negotiations with the tenant or the tenant's Attorneys,

in addition to the flat fee noted above, Client agrees to pay Attorneys \$350 per hour for all time spent by Attorney Susan Angel, \$250 per hour for all time spent by Attorney Scott Lafranchi, and \$150 per hour for all time spent by a Attorney Jennifer Wolsborn, and \$75 to \$150 per hour for all time spent by a Paralegal, on client's legal matter on or after the date Attorneys enter into settlement negotiations or receive notice that an answer was filed. Client understands that the flat rate ends and the hourly rate begins as soon as Attorneys enter into settlement negotiations or receives notice that an answer was filed by the tenant. *Client agrees to pay an additional retainer fee of \$1000 to Attorneys immediately upon notice that the tenant has filed an answer. In addition, client agrees to pay an additional retainer fee of \$2000 in the event you or the tenant requests a jury trial. Client agrees to pay the additional \$2000 retainer fee immediately upon notice that a jury trial has been requested.* This additional retainer will be applied towards the hourly fees set forth herein, and any unexpended portion will be returned to Client upon completion of the matter. Client understands that **Attorneys' representation of Client in this matter shall terminate five (5) days after Client receives notice that the tenant filed an answer, unless Attorneys have received the \$1000 and/or \$2000 additional retainer by that date.** This means, among other things, that Attorneys will not appear at any trial of the matter unless the \$1000 and/or \$2000 is timely paid. (In the rare case where the tenant files some other legal pleading, such as a Motion to Quash, Demurrer, or Motion to Strike, such pleading will trigger the above hourly rate and additional retainer above, except that the retainer requested may exceed \$1000.)

3. **Additional Fee Arrangements:**

(a) **Client Pays Costs:** *In addition to the fee arrangement in Paragraph 2 herein, Client agrees to pay all costs. Costs include, but are not limited to, those for the following: court filing fees, service of process (approximately \$75 per tenant per serve), investigation, interpreters, experts, telephone charges, court reporters, record procurement, photography, deposition charges, costs of trial or arbitration, postage, and photocopying. "Costs" do not include charges for Attorneys' time spent on the matter. When Attorneys travel outside the County of Marin, the costs of that travel shall constitute a cost. Client agrees to reimburse the Attorneys for any costs advanced by Attorneys on Client's behalf, whether or not there is any recovery. When Attorneys perform services for Client other than at the office of Attorneys, time is charged from the time Attorneys leaves Attorneys' office until Attorneys' return to said office.*

(b) **Interest on Past Due Balances:** Client agrees to pay interest at the rate of one percent (1%) per month on balances due Attorneys for fees and costs which remain unpaid for a period of thirty (30) days after the first billing for such fees and costs.

(c) **Lien on Rents or Money Received:** Client agrees that any rents or other monies received by Attorneys on behalf of Client from tenant or other persons shall be retained by Attorneys in Attorneys' Trust Account and can be applied to any outstanding balance on this or any other matter of Client. Client hereby grants Attorneys a lien upon the cause of action, and upon any documents, records, or papers in connection therewith, and upon any sum received in this matter, by settlement, judgment, or otherwise, to the extent of the foregoing fees and costs incurred or advanced.

(d) **Time and Expenses for Collecting Bills:** If Attorneys spends time or incurs expenses on efforts to collect disputed or overdue payments due to Attorneys from Client, Client shall pay all expenses and shall be charged \$350 per hour for Attorney Susan Marchant Angel's time, \$250 per hour for Attorney Scott Lafranchi's time, \$150 per hour for Attorney Jennifer Wolsborn's time, and \$75 to \$150 per hour for Paralegal's time spent on such matters, including, but not limited to,

mediation, arbitration or litigation.

4. **Client's Facsimile Capability, Cooperation, Notification of Change of Address, Availability Before Trial:** Client agrees to provide Attorneys with a facsimile number where client can receive faxes. Client agrees to cooperate fully in all phases of the representation. Client agrees to immediately notify Attorneys in writing of any changes in address, phone number, or employment. Client agrees to make him/herself continuously available by telephone during the two weekdays preceding the trial date. Client also agrees to make him/herself continuously available by telephone or in person, depending on the circumstances, during settlement negotiations.

5. **Insurance:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered.

6. **Association of Other Counsel:** Client agrees that Attorneys may, at Attorneys' discretion, associate, hire, or work with other counsel on this case, and Client agrees to cooperate with any such associated counsel, and to reimburse Attorneys for any fees and costs paid to such other counsel, unless such fees and costs exceed what Client would have been charged if Attorneys had performed the service personally, in which case Client shall be charged the amount it would have cost if Attorneys had performed the services personally. Compensation of such other counsel shall be the sole responsibility of Attorneys, unless Client agrees to an additional fee for any such counsel.

7. **Appeal:** Client acknowledges that this Agreement does not cover any Appeal that may be taken in this matter. The fee for an Appeal is separate and apart from this Agreement and negotiable between Client and Attorneys.

8. **Settlement:** Client and Attorneys acknowledge that no settlement shall be made without the consent of the client. (Client and Client's Attorneys both recognize that any settlement decision is ultimately solely Client's decision.)

9. **No Guarantee of Successful Outcome:** Client acknowledges that Attorneys have made no guarantee regarding the successful termination of this action, or of any aspect of Client's case, and all expressions relative thereto are matters of opinion only.

10. **Withdrawal or Discharge of Attorneys:** Client may discharge Attorneys, and Attorneys may withdraw from representation of Client, at any time by so notifying the other party, without any further obligation whatsoever by Client or by Attorneys, except that Attorneys shall be entitled to the fees and costs set forth above, that are incurred prior to the date of discharge or withdrawal, plus any fees or costs reasonably and necessarily incurred in carrying out the withdrawal or discharge.

11. **Power of Attorney:** Whenever a verdict, judgment, award or settlement is obtained in this matter, the undersigned Client gives Power of Attorney and hereby authorizes the Attorneys to sign Client's name as Client's Attorney in Fact, to any and all releases, dismissals, forms, checks, drafts and other papers, and to deposit the proceeds in the Attorneys' trust account, and to distribute the funds therefrom in accordance with this Retainer Agreement.

12. **Possession of File:** At the conclusion of this matter, or upon the withdrawal or discharge of Attorneys, Client shall be entitled to the file in this matter. Attorneys shall have the right to keep a

copy of the file, and all costs of copying the file shall be paid by Client. In the case of withdrawal or discharge, upon request, Attorneys shall turn client's file over to Client within ten (10) days of Client requesting the file provided Client has provided Attorneys with a signed Substitution of Attorney to be filed with the Court in which the matter is pending. Client gives Attorneys permission to destroy the Client's file one year after the file has been closed.

► _____
(Initial) **13. Arbitration Agreement and No Attorneys' Fees in Case Between Client and Attorneys:** Client and Attorneys agree to submit any disputes arising out of the subject matter of this Agreement or concerning this Agreement to binding arbitration by the Marin County Bar Association, under the Rules and Procedures of the American Arbitration Association, or another arbitrator if both parties agree upon such alternate arbitrator. Neither party shall receive their Attorneys' fees if any are incurred in any dispute between Client and Attorneys.

I HAVE READ ALL THE ABOVE, I HAVE BEEN GIVEN AN OPPORTUNITY TO DISCUSS IT WITH ANY ADVISORS I CHOOSE, I UNDERSTAND IT, AND I AGREE TO ALL OF IT.

CLIENT(S):

For Individual Clients:

Signature

Signature

Date signed: _____

ATTORNEY

For Company Clients:

Name of Company

By: _____

Title: _____

Date signed: _____

► _____
(Initial) Client has read this agreement, has had an opportunity to review it with any advisors of Client's choice, understands it, and acknowledges receipt of a duplicate copy of this Agreement. Client acknowledges receipt of the brochure, Eviction Procedures and Costs, prepared by Susan Marchant Angel, which explains the steps, and the *estimated* time and costs of the eviction process. Client also acknowledges receipt of the brochure, Landlord Responsibilities Under the Law in the Eviction Process, which includes important information regarding action that must be taken *by the landlord* to be in compliance with the law. Client understands that any representations concerning the estimated fees and costs are merely an estimate, and are not binding, nor are they a flat fee.