

# **RITA ROS-PLANAS, Esq.**

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**A PROFESSIONAL CORPORATION**

ATTORNEY AND COUNSELOR AT LAW  
FAMILY LAW MEDIATOR

## **RETAINER and LEGAL REPRESENTATION AGREEMENT**

\_\_\_\_\_ ("Client"), hereby retains attorney **RITA ROS-PLANAS, Esquire ("Ros-Planas")** to pursue the claim or case against \_\_\_\_\_ or the proper party, and/or to handle legal affairs pertaining to \_\_\_\_\_

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**Attorney's fees and conditions for these professional services will be: \$\_\_\_\_\_ per hour; \$\_\_\_\_\_ attorney's fees shall be paid in advance and attorney time shall be billed against that amount; 50% of that retainer amount will be non-refundable; thereafter, the balance shall be paid in full, as billed monthly. All costs shall be paid in advance. Please note that there will be a minimum charge of one hour's fee for any court appearance for any reason. Should the matter not be ultimately resolved by settlement, but proceed to contested litigation, an additional retainer amount shall be required. Other terms/conditions:** \_\_\_\_\_

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**ROS-PLANAS** agrees to perform on behalf of **Client** all services deemed by **ROS-PLANAS** to be advisable and appropriate. All time spent by **ROS-PLANAS** on the case will be billed, whether same is for court appearances, document preparation, correspondence, telephone calls, travel, or for any other purpose, so long as reasonable and necessary to the case. (It may be possible to reduce the amount of attorney time required by delegating some tasks to paralegal, **LERA JONES**, whose time is billed at \$100.00 per hour.) **Client** hereby acknowledges that the retainer or advanced fees are only a deposit to be applied toward the earned fee. **Client** understands that this deposit may be less than, the same as, or more than the earned fee, costs and expenses. **Client** hereby acknowledges that any expressions or estimates by **ROS-PLANAS** as to costs, fees, or duration relative to the above proceedings are merely opinions and not intended to be binding representations of facts or guarantees as it is impossible to predict what the other side may do which may create additional legal work. Further, **Client** acknowledges that no particular result or amount of compensation can be guaranteed or promised by **ROS-PLANAS**.

**ROS-PLANAS** promises to make every effort to keep the **Client** informed of the status of the case by copying **Client** on significant documents and correspondence relating to the case which are received or sent. **ROS-PLANAS** strives to return telephone calls within 48 hours or have staff relay messages in response, and as soon as possible in emergency situations. The **Client** agrees to furnish any and all evidence and information required by **ROS-PLANAS** in the pursuit of this case. The **Client** is encouraged to call if she/he obtains new information about the case or has questions or concerns, but **Client** should accumulate questions before calling in order to keep time billed to a minimum. **PLEASE LEAVE MESSAGES IN DETAIL WITH THE LAW OFFICE STAFF WHO ARE TRAINED TO ACT IN A CONFIDENTIAL AND DISCREET MANNER. THIS WILL ENABLE ROS-PLANAS TO EXPEDITE ALL MATTERS ON YOUR BEHALF.**

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**COSTS:** In addition to attorney's fees, most cases require other costs to be paid, including court filing fees, service of process by a sheriff or private process server, court reporter's charges, transcript costs, costs for health care provider reports, fees for experts, long distance telephone calls, federal express, courier fees, photocopies, postage, faxes, etc. Ethical rules forbid attorneys from "financing lawsuits", therefore, the **Client** is responsible for all out-of-pocket costs. (While **ROS-PLANAS** may temporarily advance costs on occasion, the **Client** agrees to reimburse **ROS-PLANAS** promptly when requested to do so or when billed.)

**SETTLEMENT:** While **Client** authorizes **ROS-PLANAS** to negotiate a compromise and settlement of any claim or suit, no settlement shall be binding without **Client's** consent.

**COSTS OF COLLECTION: ROS-PLANAS** reserves the right to charge, and **Client** agrees to pay, eighteen percent (18%) interest on any amounts owed, whether for legal fees or costs which are due for more than thirty (30) days. In the event **ROS-PLANAS** is required to instigate litigation to collect costs or legal fees owed, **Client** agrees to pay all reasonable and relevant costs of collection, including without limitation, investigation fees, court costs, postage, photocopies and faxes, as well as attorney's fees of thirty-three and one-third percent (33 1/3%) of the amount due and owing or \$300.00, whichever is greater.

**Attorney's Lien: ROS-PLANAS** shall have an attorney's lien on any cause of action, judgment, award, funds, or assets of **Client** for any fee owed, as well as any cost and expenses advanced or reasonably incurred. **Client** authorizes **ROS-PLANAS** to retain the amount of any fee owed, cost and expenses from gross proceeds received by way of settlement, judgment or otherwise.

A service fee of \$25.00 shall be charged for each returned check.

**ORIGINAL DOCUMENT: Client** should make sure that any document given to us is a copy of an original document and not the original itself. If **Client** gives us a copy of any document make sure that it is not the only copy, but that **Client** keep a copy for his own records. If for any reason we require an original document or physical evidence of any type during the course of litigation we will return that document or physical evidence to **Client** as soon as possible after its use.

**DESTRUCTION OF FILE: Client** understands and agrees that at the end of legal representation by **ROS-PLANAS** **Client's** file will be destroyed. Prior to destroying the file we will notify **Client** of our intent to destroy the file to give **Client** the opportunity to retrieve copies of any document that for some reason **Client** may have lost or misplaced. **ROS-PLANAS** shall send such notice to the last known address in our file. (Therefore, make sure that you keep us informed of any address and telephone changes at any time during our representation.)

**If, during the course of my representation, you become dissatisfied with my services or have questions about your bill (which shall be sent to you, itemized, every month), I urge you to call or make an appointment to discuss your concerns, at no charge to you. It is expressly understood and agreed that you may retain other counsel at any time. It is also expressly understood and agreed that I may withdraw from the case at any time, with proper notice to you.**

DATED: This \_\_\_ day of \_\_\_\_\_, 20\_\_.

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**Client**

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**Rita Ros-Planas, Esquire**

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**Spouse/Parent/Other**