

## **AGREEMENT TO EMPLOY ATTORNEY**

This Agreement To Employ Attorney is entered into between "Client,"  
\_\_\_\_\_ and "Attorney," The Law Offices of Israel  
"Ishi" Kunin, P.C.

### **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 deposit required under Paragraph 3.

### **2. SCOPE AND DUTIES**

Client hires Attorney for the purpose of \_\_\_\_\_. 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 bills from Attorney on time, and keep Attorney advised of Client's address, telephone number and whereabouts. Client agrees not to settle the case without discussing the matter with Attorney, and Attorney is not authorized to settle the case without Client's consent.

### **3. DEPOSIT**

Client agrees to pay Attorney a retainer fee of \$\_\_\_\_\_ of which \$\_\_\_\_\_ shall be non-refundable upon start of work with all work being performed on an hourly basis.

The retainer will be used to pay costs, expenses, and fees for legal services. No portion of the non-refundable fee will be refunded, even if the accrued costs and fees are less than the non-refundable fee. No additional sums need to be paid by Client until the sum on retainer has been depleted to \$500, at which time the procedure shall be as follows: all sums paid to Attorney beyond the minimum retainer fee will be deposited into Attorney's trust account, from which hourly fees and costs beyond the amount of the minimum retainer fee will be paid. Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs and/or fees Client incurs. Depending upon the status of the case, deposit of additional monies may be required during the pendency of your case to keep a positive balance in your trust account. Client's failure to keep a positive balance deposited with Attorney shall be cause for Attorney to withdraw from the case.

In addition to the initial retainer, Attorney may from time to time, require additional deposits of funds in anticipation of an evidentiary hearing, lengthy deposition, trial or other large costs.

#### 4. LEGAL FEES

Client agrees to pay for legal services at the following rates: \$450 per hour for Israel "Ishi" Kunin, \$400 per hour for Michael P. Carman, \$325 per hour for James M. Davis, \$275 per hour for Brian E. Blackham, \$200 per hour for law clerk and \$125 per hour for paralegals/legal assistants.

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.

The hourly rate will include time spent in conferences, on the telephone, conducting pretrial discovery and trial preparation, drafting documents, negotiations, legal research, court time and travel time to and from locations away from our office. It is the practice of this office to compute not less than 0.25 hours for each telephone call or e-mail, whether the telephone calls or e-mails are from you, to you, or to or from others concerning your matter; not less than 0.5 hours for court appearances; and not less than 0.5 hours for the preparation of any pleading. These minimum billing rates will apply to all telephone calls, e-mails, court appearances and pleading preparations, no matter how brief, but will not limit billing for such additional time as may actually be expended.

Client authorizes Attorney to use associate counsel, law clerks, paralegals or legal secretaries 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 appropriate, and directs Attorney to apportion work at Attorney's discretion so as to minimize costs and maximize effectiveness.

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 Attorney or other staff, includes time spent on phone calls to or from Client or on Client's behalf, letters, documents or materials reviewed, prepared, edited, etc., reviewing and preparing pleadings, travel to or from hearings or meetings, depositions, court hearings and any and all other activities related to this matter.

Client is informed that the hourly fees quoted above are subject to increase from time to time. Attorney will give notice in writing 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 said fees for all services rendered thereafter.

If a court awards attorney's fees, and such sums are actually collected, they shall be applied against any outstanding charges on the Client's bill. Client, however, remains responsible for payment of Attorney's services. 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 awarded attorney's fees any different from any other work to be performed by Attorney. Any attorney's fees awarded and actually collected that are not needed to pay Attorney shall be paid to Client.

## 5. COSTS AND EXPENSES

### A. INITIAL COSTS

An initial, non-refundable \$25 will be billed to Client, from the first funds deposited with Attorney, to purchase the initial file materials, folders, 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.

### B. ONGOING COSTS

A cost equal to 4% of Attorney's monthly fees will be billed to cover in-house costs such as postage, photocopying, normal runner fees and long-distance phone calls. Should Attorney advance any additional or special costs in this case, including but not limited to, cost of investigation, court fees, depositions, witness fees, photographs, exhibits, outside photocopying, travel, "special" messenger, service of process, other delivery fees, parking, consultant's fees, express mail charges, timed-increment computer research charges, and other similar items, Client agrees that all of these charges will be paid by Client promptly upon being billed.

### C. EXPERTS, CONSULTANTS, AND INVESTIGATORS

It may become necessary in the preparation of Client's case 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 person should be hired.

## 6. BILLING STATEMENTS

Attorney shall send Client periodic billing statements for fees and costs incurred. Client shall pay Attorney's billing statement **within 30** days after the date of each statement. In the event a Client develops an outstanding balance that is not paid within thirty days of the billing statement date, Attorney shall have the option of immediately withdrawing from representation. A late fee of 1-1/2 percent per month (18% annually) will be charged to the unpaid balance on all billing statements unpaid more than thirty days from the date of the billing statement.

Client may call Attorney's office with any questions concerning accuracy or validity of any charges made to the billing statement. Client will submit any disputes regarding a billing statement or proposals for adjustment to Attorney's billing manager, in writing, within thirty days of the billing statement date. Any such concern must be submitted to the billing manager. If Client does not do so, Client agrees that the billing statement is correct. Client will pay any collections costs incurred by Attorney.

## 7. LIEN

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. 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 9. Client consents to the district court's adjudication of any such lien in the underlying action without requiring the filing of a separate action.

## 8. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney, Client's refusal to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

## 9. CONCLUSION OF SERVICES

When Attorney's services are concluded, all unpaid charges shall become immediately due and payable. Attorney will normally formally withdraw from the case at its conclusion and upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession, including funds remaining in Attorney's trust account.

## 10. DISCLAIMER OF GUARANTEE

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.

## 11. EFFECTIVE DATE

This Agreement will take effect when Client has performed the conditions stated in Paragraph I, but its effective date will be retroactive to the date Attorney first provided services. 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.

## 12. PLEASE READ THIS AGREEMENT CAREFULLY

This Agreement is your contract for Attorney's services. It protects both you and your attorney and will prevent misunderstandings. If you do not understand it or if it does not contain all the agreements we discussed, please call it to our attention. You have an absolute right to discuss this Agreement with independent counsel before entering into this Agreement.

DATED: \_\_\_\_\_

LAW OFFICES OF ISRAEL "ISHI" KUNIN, P.C.

\_\_\_\_\_  
Client

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