

# GREENBAUM & KATZ LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

## ATTORNEYS AT LAW

840 NEWPORT CENTER DRIVE, SUITE 720

NEWPORT BEACH, CALIFORNIA 92660

Telephone: (949) 760-1400

Facsimile: (949) 760-1300

<http://www.CollectionLaw.com>

### HOURLY FEE RETAINER AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, at Newport Beach, California, by and between GREENBAUM & KATZ LLP hereinafter referred to as "Attorney" and \_\_\_\_\_, hereinafter referred to as Client and/or whomsoever may be liable to pursue a claim arising from \_\_\_\_\_.

Attorney agrees to take such steps in said matters deemed by Attorney to be advisable, including instituting appropriate legal proceedings. Attorney may negotiate settlement or compromise, but no settlement or compromise shall be made without the approval of the Client.

It is agreed that fees for legal services rendered will be charged and paid at the then prevailing rate set by Attorney per billable legal hour for services rendered. A schedule of current rates is attached hereto. Attorney's rates are subject to change. All court or litigation fees or costs, investigation, computer-assisted legal research (i.e. Lexis, etc.) and trial preparation expenses, telephone, photocopy and postage expenses, if any, will be billed to the Client. Client agrees to pay billings within (10) days of the billing date.

Attorney has received from Client a Costs/Billing Retainer in the amount of \$1,500.00 to be deposited to Attorney's General Operating Account. Attorney shall bill time and expenses monthly against the Billing Retainer until depleted, at which time Client will pay billings as herein agreed. Any sanctions granted against an opposing party or counsel shall be entirely retained by Attorney with credit to Client.

Attorney has received from Client a Trust Retainer in the amount of \$2,500.00 to be deposited in Attorney's Client Trust Account. Client agrees that Attorney may maintain the above-stated retainer amount in trust at all times. Upon payment of the final billing, Client shall be reimbursed any balance of their retainer held in the Trust Account. Should Client fail to pay any billing within ten (10) days of billing date, Attorney is authorized to deduct amounts then due from the Trust Funds deposited and apply such amounts against Client's bill. In such event Attorney will have the right to withdraw from further representation at his discretion.

Attorney is hereby given a lien and security interest on Client's claims, causes of action, any proceeds, and any judgments thereunder, to the extent of the share herein provided, and Client expressly assigns that amount to Attorney. It is agreed that Attorney may retain its share of the amounts finally received by settlement, suit or otherwise, for services and disbursements furnished by Attorney on any matter Attorney is handling for Client. Client authorizes Attorney to endorse Client's name to all proceeds checks for deposit to Attorney's Client Trust Account. If more than one matter is being handled, Attorney may offset amounts owed to related matters.

Attorney may be asked to pursue collection action against the same debtors by other clients. Client consents to Attorney's representation of other creditors against the same debtors and waives any potential or actual conflict of interest that could arise due to pursuit of same debtors on behalf of other creditors.

Client acknowledges that Attorney has made no guarantee regarding the successful termination of this or any claims or causes of action, and all expressions relative thereto are a matter of its opinion only. Attorney may withdraw from the case at any time and for any reason upon giving written notice to Client at Client's last known address. Termination or withdrawal shall not affect Client's obligation to pay for accrued fees, costs or expenses.

GREENBAUM & KATZ LLP

CLIENT \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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### SCHEDULE OF FEES

	<u>Per Hour</u>
MARTIN B. GREENBAUM	\$300.00*
STUART A. KATZ	\$275.00
JOSHUA T. HEARD	\$250.00
OTHER ATTORNEYS	\$175.00 - \$220.00
PARALEGALS	\$ 95.00 - \$ 110.00
SUPPORT STAFF	\$65.00

\*collection cases only. Fees higher in other matters.