

RETAINER AGREEMENT

DATED: _____, 20____

This Letter Agreement confirms that you wish to retain the Law Offices of Poklemba & Hobbs, LLC., to represent your legal rights and interest in connection with the following issue:

_____.

This letter does constitute a legal and binding agreement for legal services by and between Poklemba & Hobbs, LLC, 2715 State Route 9, Suite 102, Malta, New York 12020 and _____, residing at _____ (hereinafter referred to as "the Client").

Poklemba & Hobbs, LLC. will begin to represent you upon receipt of this Retainer Agreement signed by you, together with your payment of our retainer fee in the amount of \$ _____.

The Client understands and agrees that no one particular member of the Law Firm is being retained but, rather, the Law Firm, as an entity, is undertaking legal representation of the client pursuant to this Retainer Agreement and that the Law Firm reserves the right to assign and delegate all aspects of such representation as the Law Firm, in its sole discretion, deems appropriate.

Your paid retainer shall be placed into our clients' escrow account [IOLA Account], which is a non-interest bearing account. Your retainer shall then be used by our office periodically to pay any outstanding bills for our legal fees, costs, expenses or disbursements. This retainer payment does not necessarily represent the amount of the overall fee which you may incur by virtue of our services. Commencing with our initial telephone conference, we will bill you periodically at our firm's prevailing hourly rates. As of 2012, you will be billed our regular hourly rate of \$220.00 for attorney's time and \$150.00 per hour for paralegal time. We attempt to use paralegal to assist us to reduce the overall cost of your legal services. However, your case is reviewed and supervised by our attorneys.

The Client understands and agrees that the above-stated hourly rate shall apply to all time expended relative to the client's matter, including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence [including emails], pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on behalf of or in connection with the client's matter. The hourly rates set forth in this retainer agreement will remain in effect throughout the period of our representation for the matter set forth in this retainer agreement, unless changed by mutual consent of you and our firm, in which event any modification of the hourly rates shall be reduced

to writing and signed by you and our firm.

Our hourly rates do not include out-of-pocket costs, expenses and disbursements. Out-of-pocket disbursements include, but are not limited to, costs of filing papers, court fees, process servers, witness fees, court reporters, long distance telephone calls, travel [charged at federal mileage rates] and photocopies. All disbursements shall be paid for by you or reimbursed to us upon request. It is further understood that this agreement does not apply to any appeals or post-judgment actions, proceedings, or applications and that, if such engagement were to be accepted by this firm in the future, the firm's representation would have to be evidenced by execution of another and separate Retainer Agreement. However, this retainer agreement in no way obligates the firm to accept any such engagement in the future. The client authorizes the Law Firm to take any steps which, in the sole discretion of the firm, are deemed necessary or appropriate to protect the client's interest in the matter. You are hereby advised that in order for us to properly protect your interests, it may be necessary to retain outside experts such as appraisers, actuaries and accountants. You will be responsible for the costs incurred for any such service which in some cases may have to be paid in advance depending upon the requirements of the particular expert. No expert or appraiser shall be retained without your prior approval. If necessary and applicable, an application will be made to the Court to have your spouse pay all or part of the aforementioned fees for experts.

You have the absolute right to cancel this retainer agreement at any time. If you should decide to discontinue our service in this matter prior to its resolution, then you will be billed for our time expended to that date at the rates set forth above. Any surplus from the retainer will be returned to you. In the event that we obtain a disposition of your matrimonial matter, either by way of a settlement agreement (termed separation agreement or stipulation of settlement) or by judgment by the court of the issues involved in your case, the aforementioned retainer fee will be returned less any bills for legal fees, disbursements and expenses.

We will submit bills to you for our fees and disbursements on a periodic basis generally each month but in no event less frequently than every 60 days. Included in the billing will be a detailed explanation of the services rendered, by whom rendered, and the costs, expenses and disbursements incurred by our firm in connection with your matter. Upon receipt of our bill, you are requested to review the bill and promptly bring to our attention any objections you may have to the bill. While we strive to keep perfectly accurate time records, we recognize the possibility of human error, and we shall discuss with you any objections you raise to our bill. You will not be charged for time expended in discussing with us any aspect of the bill rendered to you. Hours expended on your matter will be charged against the retainer fee and, in the event the retainer fee is depleted as a result of hours charged, the client agrees to pay our bills upon receipt of them. Any amounts not paid within thirty (30) days of the billing date will be subject to a late charge of one and one-half percent (1.5%) per month. We also reserve the right to request additional retainers from you if our bills exceed the amount of the initial retainer. In addition, at the time of trial, if the retainer is expended, we may require an additional retainer from you.

We shall keep you informed of the status of your case, and agree to explain the laws pertinent to your situation, the available course of action, and the attendant risks. We shall notify

you promptly of any developments in your case, including court appearances, and will be available for meetings and telephone conversations with you at mutually convenient times. We do insist that appointments be made for personal visits to our offices. Copies of all papers will be supplied to you as they are prepared (unless you request to the contrary), and you will be billed a reasonable photocopy charge (at present, 25 cents per page) for these materials which will be included in your periodic billing.

You are advised that if, in the judgment of this firm, we decide that there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this retainer agreement, we may decide to make application to the court in which your action is pending to be relieved as your attorneys. In such event, you will be provided with notice of the application and an opportunity to be heard. Should any fees be due and owing to this firm at the time of our discharge, we shall have the right, in addition to any other remedy, to seek a charging lien, i.e., a lien upon the property that is awarded to you as a result of equitable distribution in the final order or judgment in your case. No such lien may attach to maintenance or child support payments. In the event that any bill from the Law Firm remains unpaid beyond a sixty day period, the client agrees that the Law Firm may withdraw its representation, at the option of the firm. In the event that an action is pending, and absent your consent, an application must be made to the Court for such withdrawal. Where the fee is unpaid for the period set forth above, the client acknowledges that in connection with any such withdrawal application, that the account delinquency shall be good cause for withdrawal.

While we seek to avoid any fee disputes with our clients, and rarely have such disputes, in the event such a dispute does arise, you are advised that you have the right, at your election, to seek arbitration to resolve the fee dispute. In such event, we shall advise you in writing by certified mail that you have 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and we shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both you and this firm.

We have informed you that pursuant to court rule, we are required, as your attorneys, to certify court papers submitted by you which contain statements of fact, and specifically to certify that we have no knowledge that the substance of the submission is false. Accordingly, you agree to provide us with complete and accurate information which forms the basis of court papers and to certify in writing to us, prior to the time the papers are actually submitted to the Court, the accuracy of the court submissions which we prepare on your behalf, and which you shall review and sign.

We agree that where appropriate, efforts will be made to recover by negotiation or court application, all or part of our fees and disbursements in this matter. If the sums recovered from your spouse are less than the actual fee, then you will be responsible for the difference. There is no certainty that any recovery will actually occur, however. Despite our efforts on your behalf, there is no assurance or guaranty of the outcome of this matter. Please indicate your understanding and acceptance of the above terms by signing this letter where indicated below.

We look forward to representing you.

Sincerely,
POKLEMBA & HOBBS, LLC

By: _____

**I have read and understand the above
letter, have received a copy and accept all of its terms:**

Client

Dated: _____, 20____