

RETAINER AGREEMENT

**Law Firm Business office:
The Law Offices of Seema D.
Ruchandani, LLC
9242A Mosby Street
Manassas, Virginia 20110**

Tel (703) 590-8310 Fax (703) 232-1008

WELCOME! This agreement is between The Law Offices of Seema D. Ruchandani (“we”) and you, the Client, and explains how we will work together.

Client Name (Print):

Residence address (where you live now):

Cell phone: _____

Work phone _____

Home phone _____

Email _____

Occupation: _____

Company _____

Your Court (example: Fairfax County General District Court, etc.)

Your next Court date and time:

48 hour expiration

This retainer automatically expires in 48 hours if not sent back or renewed. We do this to free up dates for other people who want our services.

1. Scope of Work. Our representation is limited to: _____

2. Representation. We agree to represent you in the above matter, including investigations, negotiations, trial, plea or resolution for a traffic or misdemeanor case; and through the Preliminary hearing in felony cases. For felonies, if the case goes beyond the prelim stage, then additional work and payment is required for Circuit Court proceedings. We do not represent you generally, and we do not represent you in any post trial motions, appeals, probation violations or other issues, unless a new retainer agreement is signed. We are trial lawyers and our focus is on the initial trial or resolution. For family law and civil matters we agree to provide counsel billed at our hourly rates during the pendency of the matters.

3. Decisions and Authority. You authorize us to take action that we think may improve your legal position. We advise you on negotiations, trial tactics, witnesses, evidence, experts, pleas, discovery, and sign court pleadings on your behalf. We may employ such counsel as we choose on your case, including substitution or co-counsel, if we think it will improve your strategic position. You decide whether to plead guilty or not guilty, whether to testify (usually not), and whether to pay for experts.

4. Termination. Either party may end this agreement at any time, pursuant to applicable court rules. We may end it if there is a conflict of interest, you do not fully cooperate, fail to fully follow our instructions or payment terms, or we decide we are not the right law firm for you. Upon notice of termination by either party, we intend to stop work and you agree to pay us for all time worked at our hourly rates (\$250/hr lawyers, \$60/hr staff), plus all costs incurred to the time of termination. Any unearned funds will be refunded to you by mail.

5. No Guarantee. Because parties, facts, witnesses, prosecutors and judges differ in each case, we cannot guarantee nor promise you any particular outcome. All expressions and advice

made by the firm and its attorneys are matters of opinion only, and are subject to change. Past successes are no predictor of future outcome.

6. Attorney's Fees. You agree to pay our attorney's fees based on ONE of the following:

(1) **Hourly rate.** Hourly rates (\$250/hr attorneys) (\$60/hr staff) billed in fractions of an hour (1/10 intervals). Time billed includes but is not limited to: waiting, travel, phone calls, consultation, research, court, interviews, etc.

OR

(2) **Fixed fee (misdemeanor/ traffic / other)** \$ _____ total fee due now, unless other arrangements have been made with your attorney.

(3) **Fixed fee (felony)** of \$ _____ due now, prior to the Preliminary Hearing. If case ends at or before the Preliminary Hearing, then no more. If case continues beyond the Prelim stage, then an additional fee of \$ _____, applies for Circuit Court work and is due within 15 days of the Preliminary Hearing.

7. Costs: (all cases). You agree to pay all costs we incur on your behalf, including but not limited to: court reporters, sheriff fees, court charges, copies (\$0.25 pg), faxes (\$0.50/pg), research, experts, exhibits, photos, courier, process service, mailing, delivery, parking, records, investigators, certifications, etc. Not all of these charges may apply in your case, but are examples of potential charges. We have an attorney's lien against any money we receive. There is a \$35 service charge for a bad check. In the average traffic, DUI, and criminal case, there are NO COSTS billed to you.

8. Continuance fee: If we are prepared on your court day and the court, you decide to continue the case without our permission/agreement, then a \$250 continuance fee applies because we must expend additional time and work in coming back (you must also pay your experts additional fees if they must return.) If we decide to continue your case to improve your strategic position, or if your case is continued for disposition or to be dismissed by agreement or a review date is set where we must follow-up or attend, then an additional \$250 charge applies as we have additional work to perform beyond the original trial date.

9. Collection & Jurisdiction. If collection

action is necessary to recover unpaid funds, you agree to pay all costs of collection plus reasonable attorney's fees. The parties agree to the exclusive venue and jurisdiction of Prince William County, VA for all matters arising from this agreement.

10. Communications. To avoid missed phone calls and to prevent misunderstandings, THE BEST WAY to communicate with your attorney is by email at:

AttorneySeema@gmail.com

11. Action/ Payment: Please sign and fax the completed agreement to us at fax 703.232.1008 or email it to your lawyer above. You may also mail it to our office along with your check, payable to The Law Offices of Seema D. Ruchandani,LLC. To pay by credit card, we require an email address to email you a credit card receipt/invoice.

We do not represent you until we receive your signed retainer and payment.

Agreed to by the parties:

For the Firm: *Seema D. Ruchandani, Esq.*

Client: _____

Signature

Date: _____

HOMEWORK FOR YOU:

Fax 703 232-1008 or email your attorney:

1. Detailed story of what happened, witness names, word-for-word conversations with police, and any statements you gave others.
2. Copies of all traffic/arrest/court documents.
3. Resume and copy ID/driver's license.
4. For traffic or DUI cases, send a copy of your DMV (driving) record.
5. Mail check or call office to pay with credit card.

Don't wait. Send what you have now.

Do not discuss your case with others.

All calls to or from the jail are recorded.

Notify us of any phone or address change.

Provide us the names and addresses of any witnesses and what they will say.