

Fixed-Fee Retainer Agreement

I, Client Name, hereby retain Goldfarb Law Office, P.A., as my attorneys to represent me in my legal claim arising from _____.

Goldfarb Law Office, P.A agrees to the following:

1. To decline any subsequent employment if the exercise of independent professional judgment on behalf of Client Name is likely to be adversely affected by the acceptance of the offered employment.
2. To keep confidential information obtained in the professional relationship that would embarrass or would otherwise likely be detrimental to the client.
3. To faithfully represent the interests of the client and to not bring any legal action, conduct a defense or assert a position in litigation merely for the purpose of harassing or maliciously injuring any person.
4. To seek the objectives of the client through reasonably available means permitted by law. Goldfarb Law Office may agree to the reasonable requests of opposing counsel which do not prejudice the rights of the client.
5. To continue and not to withdraw from employment until they have taken reasonable steps to avoid foreseeable prejudice to the rights of the client, including giving due notice to the client, allowing time for the employment of other counsel and delivering to the client all papers and property to which the client is entitled. Upon withdrawal from employment, Goldfarb Law Office shall promptly refund any part of the fee paid in advance that has not been actually earned and the client shall pay promptly for any legal services which have been actually rendered.

Scope: I have agreed to provide the following legal service for you: _____

My services are expected to end when

I am not agreeing to provide the following legal services: _____

Any additional legal advice or tasks may require a separate fee and representation agreement.

In payment therefore, I, Client Name, agree to pay Goldfarb Law Office, P.A., as follows:

1. A total fixed fee of \$ _____ through [Trigger Event, e.g., pre-trial conference] and \$275.00 per hour thereafter. The full amount must be paid before Goldfarb Law Office will begin work on my behalf. This is a one-time, fixed fee (also referred to as a “flat” fee) that is based on my experience in handling similar types of matters, the complexity of the case, and my assessment of the work that may be required. You understand that I have not promised to spend any minimum number of hours working on your case and I agree that I will not cease working on your case after any maximum number of hours. You will not receive monthly bills setting forth the time I have spent on your matter.

You are required to pay this fee in advance of the work being completed. Because this is a fixed fee for a specific service I have promised to perform, I will consider the fee to be my property upon receipt. It will not be deposited in the trust account.

Optional: Of the fee described above, \$ _____ is considered an “availability” fee. This fee is not for the service I am performing for you, but solely for my commitment to represent you and to protect confidential information you provide to me. This commitment to you may require that I turn away other clients who request my services.

2. I understand that Goldfarb Law Office’s compensation in this matter does not include expenses and costs such as filing fees, deposition or transcript costs, mileage costs, document reproduction costs, witness fees, service fees, medical examinations, records or reports, expert witness fees, photographs, police records, private investigator fees, etc. I understand that I will be billed monthly for expenses as set forth in this agreement and I further agree to submit payment within [XXXXX (XX)] days of the date of that billing.
3. I understand that a finance charge of 0.05% per month will be assessed on all accounts more than 60 days past due from the original date of billing.
4. I understand that Goldfarb Law Office need not continue further with my legal work until satisfactory fee and expense arrangements have been made in writing and that [Firm Name] may discontinue representation and have the right to withdraw based on the nonpayment of legal fees or other charges.
5. Billing Disputes. In the event Client disputes a bill or portion thereof, or disputes any other claim or adjustment, Client shall provide Law Office with written notice of the objection at that time. Once the notice of objection is received by the Law Office, the dispute shall be submitted to the Hennepin County Fee Arbitration Committee for a binding arbitration. Please note that if Client does not submit a written objection to the bill within 10 days of the payment due date, the amount of the bill will be deemed settled or agreed upon and the amount of the bill will be withdrawn from the trust account.

6. Collection Fee. Client agrees that if Law Office finds it necessary to refer this matter to a collection agency or another attorney to collect on the bill, Law Office is permitted to collect the costs of collection together with the amount due as reasonable attorney's fees, collection agency charges, outstanding fees due to Law Office, plus interest charged in addition to the amount owed.
7. File retention. The Law Office shall retain the Client's files for three years after representation has been terminated.

Date: _____
[Client Name]

I, _____ *Name of Attorney* _____, agree to provide legal representation in accordance with this agreement.

Goldfarb Law Office, P.A.,

Stephen Goldfarb
Attorney at Law
MN# 35889
3344 Zarthan Ave. So
St. Louis Park, MN 55416

Billing Policy

Goldfarb Law Office bases legal fees on the following:

1. The time and labor required, the novelty and difficulty of the question(s) and issue(s) involved, and the skill required to perform the legal service properly.
2. The likelihood that the acceptance of the particular employment shall preclude other employment by the lawyer of the law firm.
3. The fee customarily charged in the geographic area for similar legal services.
4. The time limitations imposed by the client or the circumstances under which the representation arises.
5. Goldfarb Law Office's experience, reputation and ability in performing the specific legal service(s).

In those cases where it is appropriate, the firm submits its billings to clients on a monthly basis. As part of the Retainer Agreement, payment is expected within 7 days of the date of billing. In order to keep our legal services at a reasonable rate, it is important for all of our clients to make payments pursuant to the Retainer Agreement.

As part of this Retainer Agreement, Goldfarb Law Office will begin to charge a finance fee of 0.05% a month on all charges owing the firm after 30 days from the original billing date. We will be happy to assist our clients in suggesting financial arrangements for the payment of fees where appropriate. In the event that you cannot meet your obligations, please contact the lawyer assigned to your case so that appropriate arrangements can be made.

Goldfarb Law Office, as part of its Retainer Agreement, will attempt to provide the best legal service at the lowest available cost. As part of the client's agreement, it is important that appointments are kept when they are set. Goldfarb Law Office retains the right to charge a service fee of \$_____ for each appointment that is cancelled without [XXXXX (XX)] hours notice to the firm.