

Shulick Law Offices

www.shulicklaw.com

SHULICK LAW OFFICES
HYBRID FEE SHIFTING CASE - CLIENT RETENTION AGREEMENT

TO: _____

FROM: DAVID T. SHULICK, ESQUIRE

RE: REPRESENTATION AGREEMENT

DATED: _____

This Retention Agreement (“Agreement”) shall set forth the terms and conditions under which ABOVE LISTED CLIENT(S) is/are being represented by David T. Shulick, Esquire and the Shulick Law Offices, as follows:

1. The billable hourly rate of David T. Shulick, Esquire is \$450.00 per hour. In this legal matter, other than the initial retainer paid of \$_____, which represents fees and is non-refundable, the remainder of the fees shall be contingent. Client shall be responsible for all costs of litigation as per paragraph 2 below. CLIENT SHALL NOT BE RESPONSIBLE FOR ANY ADDITIONAL FEES WHICH ARE ANTICIPATED TO BE PAID BY DEFENDANT(S). Further, it shall be the Attorney’s sole election as to elect to take 40% of the recovery by way of settlement or otherwise, or a separate attorneys fee award based on any applicable statute. It shall also be the Attorney’s sole election as to whether to settle or try the matter based on the evidence developed of record in the matter and Client appoints Attorney as Client’s Attorney in Fact for that purpose;
2. Invoices for all time and costs expended shall be generated on a monthly basis and presented to client, including copies at .25 per page, scanning at \$.25 per page, facsimile at .25 per page, Lexis/Westlaw research charges at \$250.00 per session, and out of pocket costs paid by our office regarding the litigation, plus a 10% administrative service fee on all costs items per case. The invoices are due upon receipt, and if not paid within thirty days, shall accrue interest at the rate of 1.5% per month. If litigation has to be commenced by Shulick to collect charges set forth in the invoices, client shall be liable for all attorneys’ fees and costs. TO THE EXTENT THAT CLIENTS BALANCE IS NOT PAID FOR 60 DAYS, CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SHULICK MAY, UPON HIS ELECTION, CEASE ALL WORK UPON WRITTEN NOTICE TO CLIENT. CLIENT THEN FURTHER UNDERSTANDS THAT ANY DAMAGE TO THE CLAIMS OR CASE WILL BE SOLELY CAUSED BY CLIENT. To the extent that any retainer funds are paid by client, they shall not be required to be kept in a segregated account, nor shall they be required to be refunded, as they are non-refundable retainers for pending litigation matters.

3. Client and Shulick agree to arbitration in the American Arbitration Association of any and all claims related to the interpretation of this agreement or legal malpractice, with sole and limited exception to this agreement to arbitrate being any litigation instituted by Shulick to collect legal fees and costs hereunder against client, for which client consents to the jurisdiction and venue of the Philadelphia Court of Common Pleas. The parties further agree to the extent any arbitration is commenced, the parties shall have three (3) arbitrators appointed, client to select one, Shulick to select one, and those two arbitrators to select a neutral;
4. Client acknowledges that he/she solicited the services of Shulick without any solicitation on the part of Shulick;
5. Shulick agrees to use his best efforts in accordance with all applicable Rules of Ethics to handle clients' legal matters, to keep clients informed, and to otherwise work to achieve the clients' best interests;
6. Client has had the opportunity to review this Agreement with independent counsel of his or her choosing before executing the same and consents to a referral fee paid on any future recovery;
7. Client fully understands this Agreement, which will be interpreted in accordance with Pennsylvania Law;
8. An email or facsimile copy of my signature shall serve as an acceptable substitute for my original signature. This agreement shall govern all future legal matters, unless modified in a writing duly signed by both Shulick and clients;

Signature

Print Name

Date