

ATTORNEY OR LAW FIRM REPRESENTATION AGREEMENT

Please print legibly, or type:

NAME OF ATTORNEY: _____

NAME OF LAW FIRM: _____

ADDRESS OF LAW FIRM LINE 1: _____

ADDRESS OF LAW FIRM LINE 2: _____

CITY: _____ STATE: _____ ZIP CODE: _____

FAX NUMBER OF FIRM: _____

NAME OF CONTACT ATTORNEY: _____

TELEPHONE OF CONTACT ATTORNEY: _____

CELL PHONE OF CONTACT ATTORNEY: _____

E-MAIL ADDRESS OF CONTACT ATTORNEY: _____

The above-named law firm ("LAW FIRM CLIENT"), retains the Law Office of Richard T. Seymour, P.L.L.C. ("RTS LAW FIRM").

1. **Formation of Agreement:** This Attorney Representation Agreement ("AGREEMENT") becomes a binding contract only when signed by both LAW FIRM CLIENT and RTS LAW FIRM, and when the retainer fee and trust account deposit described below have been received by RTS LAW FIRM.

2. **Matters Covered by Agreement:** This AGREEMENT covers LAW FIRM CLIENT's consultation with the RTS LAW FIRM for advice with respect to any questions posed by LAW FIRM CLIENT, with the exceptions of matters (a) requiring work when the RTS LAW FIRM is doing work for other clients of the RTS LAW FIRM or is unavailable because of time of day, day of week, illness, or vacation, or (b) involving a nonwaivable conflict of interest as to parties or issues, or (c) involving a waivable conflict of interest as to parties where the parties in question refuse to waive the conflict, or (d) presenting a conflict of interest as to issues the RTS LAW FIRM is advocating for other clients, or (e) that would require the RTS LAW FIRM to commit or collude in a violation of applicable law, regulation, rule, or standard of professional ethics, or (f) presenting an issue the RTS LAW FIRM considers repugnant, based on the values shown on the RTS LAW FIRM's web site, www.RickSeymourLaw.com.

3. **Work Covered by Agreement:** LAW FIRM CLIENT shall inform the RTS LAW FIRM of the work it would like the RTS LAW FIRM to do, shall select the facts and documents to bring to the attention of the RTS LAW FIRM, and shall specify the degree of work it wishes the RTS LAW FIRM to do. LAW FIRM CLIENT is in control of its budget for work covered by the

AGREEMENT. The RTS LAW FIRM shall not do or bill for any work not requested by LAW FIRM CLIENT.

4. **No Guarantees:** LAW FIRM CLIENT understands and agrees that the quality and completeness of the advice and other work to be provided by the RTS LAW FIRM will be limited by the instructions, information, and documents provided by LAW FIRM CLIENT, as well as by the instructions of LAW FIRM CLIENT as to the degree of work it wishes the RTS LAW FIRM to perform. LAW FIRM CLIENT understands and agrees that the advice and other work provided by the RTS LAW FIRM might be different and more effective if additional information or documents were provided or more expansive instructions given. LAW FIRM CLIENT understands and agrees that the RTS LAW FIRM does not and cannot guarantee a successful result, or any particular outcome. LAW FIRM CLIENT should consider the RTS LAW FIRM as a tool available at its discretion, like a research service, that may be able to provide useful answers when needed.

5. **No Entry of Appearance or Representation of Client of LAW FIRM CLIENT:** LAW FIRM CLIENT and the RTS LAW FIRM agree that the RTS LAW FIRM shall not make an entry of appearance in a pending matter, and shall not represent the client of LAW FIRM CLIENT, without a separate specific written agreement between LAW FIRM CLIENT and the RTS LAW FIRM.

6. **Mutual Right to End the AGREEMENT:** Either party may end this AGREEMENT at any time, for any reason.

7. **Financial Arrangements:** LAW FIRM CLIENT will pay a nonrefundable retainer fee of \$2,500 by check or credit card, and a refundable trust deposit of another \$2,500 by check, and shall keep sufficient funds in the RTS LAW FIRM IOLTA trust account to cover anticipated work. Time and expenses will be waived as to the first \$2,500, and thereafter billed to LAW FIRM CLIENT and paid first from the trust account and the remainder shall be paid by LAW FIRM CLIENT.

a. **Nonrefundable Retainer Fee:** Because time is of the essence in this representation, because this agreement creates a duty of loyalty on the part of the RTS LAW FIRM that may require it to decline other work, and because it may associate ATTORNEY'S reputation with LAW FIRM CLIENT'S cause, the nonrefundable retainer fee shall be considered earned when paid, and LAW FIRM CLIENT shall not be entitled to a refund of this retainer fee in whole or in part. Time spent in initial communications is charged.

b. **Refundable Trust Account Deposits:** LAW FIRM CLIENT will pay a fully refundable initial fee of \$2,500 to The Law Office of Richard T. Seymour, P.L.L.C. Trust Account at the time this agreement is signed. This is an IOLTA trust account, with interest paid to the District of Columbia Bar Foundation. This amount can be paid by check but not by credit card. .

8. **Attorney's Fees:**

a. **For Matters Involving Individual Clients:** LAW FIRM CLIENT agrees to pay RTS LAW FIRM at the rate of U.S. \$485 (Four Hundred Eighty-Five and

no/100 U.S. dollars) an hour for the time of Richard Seymour, at the rates specified in the Laffey Matrix for the time of any associates that may be employed by RTS LAW FIRM from time to time (none are now employed), U.S. \$100 (One Hundred and no/100 U.S. dollars) an hour for the time of paralegal Matthew Seymour, and up to U.S. \$120 (One Hundred Twenty and no/100 U.S. dollars) an hour for other paralegal time.

- b. **For Matters Involving Class Actions or Collective Actions:** LAW FIRM CLIENT agrees to pay the RTS LAW FIRM at the rate of U.S. \$550 (Five Hundred Fifty and no/100 U.S. dollars) an hour for the time of Richard Seymour, at the rates specified in the Laffey Matrix for the time of any associates that may be employed by RTS LAW FIRM from time to time (none are now employed), U.S. \$100 (One Hundred and no/100 U.S. dollars) an hour for the time of paralegal Matthew Seymour, and up to U.S. \$120 (One Hundred Twenty and no/100 U.S. dollars) an hour for other paralegal time.
- c. **RTS LAW FIRM'S Policy of Waiving Initial Fees and Expenses, Up to \$2,500 in Value:** While the retainer fee is earned when paid and is not refundable, the RTS LAW FIRM does not seek payment of the first \$2,500 in initial fees and expenses. They will be included in the statement but LAW FIRM CLIENT will not be expected to pay them and they will not be shown as amounts due.

9. **Travel Time:** The RTS LAW FIRM charges time full hourly rate for travel time when its attorney is not able to work on the matter or on other matters, and the RTS LAW FIRM does not charge for travel time when its attorney is able to work on matters but does not do so. Time is charged for working on the matter in question when traveling.

10. **Expenses:** LAW FIRM CLIENT will also pay for coach-class travel expenses (including reasonable hotel and meal expenses), postage, long-distance telephone, facsimile, copying, overnight and express delivery, messengers, other ordinary office expenses at the rates paid by RTS LAW FIRM for such charges, and to reimburse the RTS LAW FIRM for reasonable WestLaw expenses for computerized legal research (calculated as a percentage of the out-of-pocket cost for all WestLaw computerized legal research that month corresponding to the number of transactions using WestLaw computerized legal research on this matter as a proportion of the transactions so spent on all matters). There is often an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services.

11. **Payments by Credit Card or PayPal:** As a convenience to clients, ATTORNEY will accept payment of bills for the nonrefundable retainer fee, for time already spent, or for expenses previously advanced, by credit card, to the extent of the limit ATTORNEY is authorized by the CLIENT and by either PayPal or the company issuing the credit card. This does not apply to any amount that must be paid into a trust account.

12. **RTS LAW FIRM'S Statements of Time and Expenses, and Payments:** the RTS LAW FIRM shall provide LAW FIRM CLIENT with a monthly statement of time and expenses. In the event LAW FIRM CLIENT discharges the RTS LAW FIRM or discontinues the matter, the

RTS LAW FIRM shall send LAW FIRM CLIENT a final bill. LAW FIRM CLIENT shall pay all bills within fifteen calendar days after receipt by electronic transmission, fax, or mail, whichever is earliest. Mail shall be considered received within seven calendar days after the date of mailing, or on the next succeeding day on which mail is delivered. Placing payment in the mail by the fifteenth calendar day is sufficient to meet the requirement of timely payment.

13. LAW FIRM CLIENT'S Election as to Confidentiality of Clients and Matters:

LAW FIRM CLIENT may choose to keep the identity of its clients and matters confidential from the RTS LAW FIRM, by failing to provide the names of clients or matters, or by using a code for the client or matter. LAW FIRM CLIENT understands that, if it elects to keep the identity of its client or matter confidential, the RTS LAW FIRM will not be able to perform a conflict check, and accordingly LAW FIRM CLIENT waives a conflict check as to clients.

14. Disputes as to Any Part of the Statement: Any dispute as to any amount on the bill shall be transmitted to the RTS LAW FIRM no later than the deadline for payment, and shall be waived if not submitted on time. LAW FIRM CLIENT shall pay the undisputed part of the statement within the deadline for payment. The RTS LAW FIRM and LAW FIRM CLIENT shall attempt in good faith to resolve any dispute as quickly as possible. See the paragraph below as to fee arbitration programs. When there has been a resolution of the disputed amount, LAW FIRM CLIENT shall pay any amount required by the resolution within fifteen days after the resolution. Placing payment in the mail by the fifteenth calendar day is sufficient to meet the requirement of timely payment.

15. Late Charges: In the event that full payment of the invoiced amount has not been received within fifteen calendar days of transmission of the statement by electronic means, fax, or mail, LAW FIRM CLIENT shall pay a late charge for each day in arrears, calculated at 1/365th of an annual rate of 10% per year simple interest. The RTS LAW FIRM may elect to waive this requirement for any part of any bill, without its being considered a waiver as to any other bill. The RTS LAW FIRM shall waive interest on any part of a bill that is later determined to have been excessive, by a court or arbitral body with jurisdiction over the issue, or by agreement.

16. Fee Arbitration Programs: LAW FIRM CLIENT is advised that the District of Columbia Bar has a procedure that allows arbitration of any dispute over the fees or expenses of the RTS LAW FIRM. This program requires the RTS LAW FIRM to offer arbitration before the District of Columbia Bar, over the fees or expenses of the RTS LAW FIRM, to any client who wishes it. This Agreement also provides the RTS LAW FIRM with the right to demand arbitration to resolve a dispute over the fees or expenses of the RTS LAW FIRM. In the event of any dispute over fees or expenses that LAW FIRM CLIENT and the RTS LAW FIRM cannot resolve within sixty days, each party shall have the right to choose whether to submit the dispute to binding arbitration. LAW FIRM CLIENT may choose within thirty additional days whether the arbitration will be handled by the District of Columbia Bar fee arbitration program, or by the American Arbitration Association Employment Panel, or by JAMS, or by any other reputable provider of arbitration services agreed by both sides, under the rules of the arbitration service provider. LAW FIRM CLIENT is also hereby informed that Richard T. Seymour is currently on the roster of arbitrators with the American Arbitration Association Employment Panel, and on its roster of Commercial Arbitrators. LAW FIRM CLIENT is advised to seek the advice of other counsel before entering into this arbitration agreement.

17. **Authorization to Store Electronic Documents or Back-Ups on Leased Space on Outside Computer Servers:** LAW FIRM CLIENT authorizes the RTS LAW FIRM to store electronic documents about this matter on leased space on outside computer servers.

18. **Facsimile or Scanned Signatures and Initials on this Agreement to be Treated as Originals:** Because time is of the essence in this representation, the transmission of LAW FIRM CLIENT's initials and signature, and the transmission of the RTS LAW FIRM'S signature, by fax or by scanning and e-mail, shall have the same effect as original signatures and initials.

19. **Governing Law:** This Agreement is governed by the law of the District of Columbia.

20. **Forum Selection:** Any disputes arising under this Agreement shall be heard in a lawsuit or arbitration in the District of Columbia.

DATED: _____
CLIENT SIGNATURE

TITLE

ACCEPTED:

By: _____ Date: _____
LAW OFFICE OF RICHARD T. SEYMOUR, P.L.L.C.