

+ John Moldovan, Esq.
+ NJ licensed attorneys
- NY licensed attorneys



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MOLDOVAN
— LAW FIRM —

Main: 364 North Main Street, Suite 5, Manahawkin, NJ 08050; 115 River Rd., Edgewater, NJ 07020 (secondary)

DATE

RE: RETAINER AGREEMENT

CLIENT:

MATTER:

Dr. Client,

The purpose of this memorandum of retainer is to confirm our understanding whereby you have retained the services of the MOLDOVAN LAW FIRM LLC, located at 364 North Main Street, Suite 5, Manahawkin NJ 08050 (the "firm"), to represent you in the above-captioned matter. All references to "me" or "I" refer to the law firm. Unless specifically noted herein, this retainer shall not obligate the firm to prosecute or defend any litigation whatsoever other than as listed below. In the event we do undertake any litigation, the fees and costs of the agreement shall continue until terminated. The firm may, at their sole discretion, require a separate retainer agreement thereafter. Our agreement includes the following:

1. Fee Arrangement.

FLAT FEE OF \$ _____ as per phone call.

2. Disbursements. Any and all reasonable disbursements necessarily incurred by the firm on your behalf shall be in addition to my fees and paid by you. Such disbursements include but are not limited to Court costs, sheriff's fees, research fees, appraisal fee, recording fees, photocopy (\$.20/page), fax (\$1.00/page) and delivery service fees.

3. **Retainer.** You agree to provide the firm with a retainer payment in the amount of \$ TBD , which shall be due on or before the time I begin working on the case. It is agreed that the firm may deposit this retainer in either its business account in the sole discretion of the firm, and shall apply the retainer monies towards the payment of costs and expenses incurred in the course of your representation.

In the event of a default by client hereunder, client consents to the imposition of an attorney's lien, as provided by Common Law and the Statutes of the State of New Jersey, without notice, on any funds or assets, available and subject to the imposition of such lien, for any unpaid amount due, or to be due, as provided for herein, or otherwise.

Your retainer payment is non-refundable. If your retention of the firm terminates prior to the conclusion of the matter, the retainer shall be deemed non-refundable in its entirety.

You and the Firm agree that no hourly payments shall be due until the conclusion of this case, either by settlement or judgment of the court. In the event of a settlement, the Firm's Hourly Fees shall be due and payable from the settlement funds; in the event of a favorable judgment, same shall be due and payable through an award of Attorney's Fees.

4. **Guarantees.** There have been no representations or guarantees made by me regarding the outcome of this matter as to the obtaining of a judgment, favorable order or desired result, as the case may be, or as to the nature or amounts of any awards or distributions, counsel fees or costs, or the terms of any settlement agreement, or any other aspect of this matter. Any discussions in this regard, past or future, are limited only to predictions of same based on my experience and judgment, but in no event will be taken as a representation or guarantee as to the results which might be obtainable either in a contested case or by way of negotiated settlement.

NO LAWYER CAN GUARANTEE A RESULT IN ANY MATTER WITH CERTAINTY.

5. **Duties and Conduct.** It shall be the duty of the firm to exert its best efforts on your behalf in the course of representing you in this matter. It shall be your duty to cooperate with the firm as fully as possible in order that we may best represent you. In this regard, you will:

(a) Not sign documents relating to your case without prior review by your attorney;

(b) Promptly furnish the firm with information relative to the case history and financial and other aspects of the case, as well as other documents when required;

- (c) Promptly notify the firm in the event of a proposed settlement or offer to compromise; and
- (d) Be absolutely truthful with the firm and its staff to ensure that we are able to you and represent your interests.

6. **Communication.** For informational purposes, you will receive copies of pleadings documents and correspondence initiated or received by the firm, as appropriate.

7. **Decision-Making.** Inasmuch as a decision with regard to any particular proposal for settlement of the financial aspects of this matter will undoubtedly have substantial effects upon you in the future, those substantive decisions will be made by you. Of course you will have the benefit of the firm's advice and prediction of what the firm believes a court would do if the matter were not settled and instead submitted to the Court for a decision.

In view of your relative unfamiliarity with the workings of the Court system, the firm will have primary responsibility for procedural decisions that affect your case. This includes a determination as to which attorney handles any aspect of the case.

8. **Crimes related to transfer of asset.** The client acknowledges that the firm is not engaged in the practice of criminal law and does not represent the client with regard to any criminal statute, procedure or otherwise.

9. **Exclusion regarding actions of prior counsel.** Client acknowledges that the firm assumes no responsibility for any actions taken by any attorney, firm, representative, agent or party of any nature whatsoever in connection with the matter for which the firm is retained, or any matter which the firm handles on behalf of the client, as a result of any acts or omissions taken by any party other than the firm itself, including prior counsel.

The firm will not review the file, nor advise the client, nor represent the client with regard to any action against any prior attorney or firm, agent or representative.

10. **Jurisdiction and Governing Law in New Jersey.** The parties executing this retainer agreement hereby agree that any and all dispute(s) arising herefrom shall be adjudicated in the Superior Court of New Jersey. You further agree that, by contacting the firm in the State of New Jersey and seeking to retain its services in that jurisdiction, you have submitted to the in personam and subject matter jurisdiction of the courts of this State. You further agree that the terms of this retainer agreement shall be governed by the laws of the State of New Jersey, regardless of the citizenship, domicile, and residence of any party hereto. The client agrees to pay any expenses incurred by the Firm in the collection or enforcement of this retainer agreement, including costs and attorney's fees, in the event that the Firm shall be obliged to resort to the services of an attorney to collect under this retainer agreement. In the event that litigation results from or arises out of

this Agreement or the performance hereof, the client agrees to reimburse the firm, should we prevail, reasonable attorney's fees, court costs, and all other expenses, including those incurred for appellate or administrative or bankruptcy proceedings, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date of the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If you fully understand the contents of this memorandum and are in agreement with the terms hereof, kindly sign a copy of this agreement and return it to the firm; please retain the other for your records.

<i>On behalf of the Moldovan Law Firm:</i>	
John Moldovan, Esq.	
SIGNATURE: <u>s/JOHN MOLDOVAN, ESQ.</u> JOHN MOLDOVAN, On behalf of the Moldovan Law Firm	Dated: _____

<i>As to the Client:</i>	
PRINT: _____	Dated: _____
SIGN: __ Your electronic payment is your signature and acknowledgement of the within terms and conditions _____	