

**W.B. Jones Law Office**

2563 Lydia Ave. Baton Rouge, La. 70808  
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**Attorney Retainer Agreement**

PERSONAL AND CONFIDENTIAL  
PROTECTED UNDER ATTORNEY-CLIENT PRIVILEGE

The purpose of this Attorney Retainer Agreement (“Agreement”) is to set forth our understanding and agreement, pursuant to which WB Jones Law Office, (“Firm”), has agreed to represent \_\_\_\_\_, (“Client” or “you”) in the following referenced matter(s): \_\_\_\_\_ (“Matter”).

**I. EMPLOYMENT OF CONSULTING ATTORNEY**

The Client is in need of legal advice and counsel and hereby employs WB Jones Law Office, under the following conditions:

**A.** WB Jones Law Office will represent the Client in the above-referenced Matter by advising and counseling, by investigating the law and facts, by consulting with the client for any hearing and trial and negotiating with the opposing attorney(s), and or by conducting mediation or arbitration if directed by the Client or ordered by the Court, and by consulting the Client during trial if a trial becomes necessary or by negotiating a settlement in client interest.

**B.** The Client hereby authorizes WB Jones Law Office to act as its agent in all matters affecting the above-referenced Matter, but not limited to, the following:

1. To consult client regarding court or administrative hearing on the Client's behalf; to negotiate a proper disposition of the above Matter;
2. To consult with client to assist with waiver of the Client's appearance at any proceeding in reference to this Matter;
3. To consult with client to request that the hearing or setting of the Matter be postponed and reset with the Client's approval.
4. To consult with client before appearance in any hearing or trial that may be requested, and
5. To further the interest of the Client through consultation to attempt to reach a successful resolution of this Matter.
6. In some cases, we may determine to associate other lawyers or firms in this case who are not affiliated with WB Jones Law Office.

**C.** The Client has not employed WB Jones Law Office handle the appeal of this Matter or any other matter. An appeal is a separate legal matter that would have to be facilitated with a new agreement.

**II. COMPUTATION OF FEES**

**A.** In consideration for the services rendered and to be rendered on the Client's behalf by WB Jones Law Office the client hereby agrees to the following fee arrangement in this Matter.

1. Retainer Fee: \$\_\_\_\_\_ (retainer) to be billed out at \$\_\_\_\_\_/hour.
2. Flat Fee: \$\_\_\_\_\_
3. Contingency Fee: 40 % fee post filing legal action/law suit. 33.3% fee pre-suit recovery. (no money is to be paid upfront)

If a retainer and/or hourly rate is used WB Jones Law Office bills in fifteen (15) minute intervals (.25 or ¼ of 1 hour). The hourly fee may be adjusted by WB Jones Law Office. The Client acknowledges the right of WB Jones Law Office to adjust the hourly fees during the course of the above referenced Matter. **Any adjustment will only be done after discussion with the Client.**

### **III. EXPENSES**

**A.** The Client hereby authorizes WB Jones Law Office to incur expenses in the **legal consultation** of the Client and the Client hereby agrees to pay in advance (if requested) the expenses incurred by WB Jones Law Office on behalf of the Client as the expenses are incurred by WB Jones Law Office .

**B.** The Client is obligated to pay all expenses which WB Jones Law Office incurs on the Client's behalf, such as private investigator fees, investigation costs, use of local counsel, court costs, filing fees, mailing costs (including certified and registered mail costs), express mail costs, deposition charges, expert witness fees, witness expenses, long distance telephone expenses, court reporter fees and transcriptions, bond fees, scientific tests, photographs, laser disks, computer models, messenger services, travel (included but not limited to room, board and all incidental travel expenses that WB Jones Law Office determines are necessary), parking, photocopies and faxes. At the time the case is closed, an accounting will be made for all disbursements made in the case, including costs and attorneys fees, if requested by the Client.

### **IV. DISCLOSURE STATEMENT OF FINANCE CHARGES INVOICES FOR SERVICES**

**A. Notwithstanding Flat Fee agreements,** WB Jones Law Office bills at appropriate intervals, and will provide the Client with a statement setting forth, in reasonable detail, all advances for the above-mentioned expenses, and a reasonable description of services rendered by WB Jones Law Office. WB Jones Law Office requests payment within twenty-one (21) days/3 weeks of receipt of the invoice.

**B.** If in the course of WB Jones Law Office representation of the Client, WB Jones Law Office anticipates a significant increase in the level of its activity on the Client's behalf (e.g. the commencement of trial preparation or trial), WB Jones Law Office may bill the Client on a basis more frequently than monthly. These statements are expected to be paid promptly.

### **V. WITHDRAWAL FROM EMPLOYMENT**

**A.** WB Jones Law Office may withdraw from the representation of the Client in the above referenced Matter if at any time:

1. The Client renders it unreasonably difficult for WB Jones Law Office to carry out its employment.
2. The Client insists WB Jones Law Office engage in conduct that is contrary to the judgment or advice of WB Jones Law Office.
3. The Client deliberately disregards an agreement or obligation to WB Jones Law Office as to expenses or fees, or for services rendered, including not paying bills on upon receipt or in advance, such as when a retainer is requested or required by WB Jones Law Office .
4. WB Jones Law Office determined that a conflict of interest has arisen as a result of the consultation representation of Client and WB Jones Law Office and the Client determine that new counsel should be required.

**VI. FAVORABLE OUTCOME NOT GUARANTEED**

The Client understands that WB Jones Law Office has not made any representations to the Client concerning the outcome of the above-referenced Matter, or the favorable outcome of any legal action that may be filed. The Client expressly acknowledges that all statements of WB Jones Law Office are statements of opinions only, there have been no representations as to the outcome of any Matter.

**VII. CONFLICT OF INTEREST**

Client is informed , before an attorney may commence or continue representation of a client, that the attorney disclose to the client any actual or potential conflict of interest between the Client and another client previously or currently represented by WB Jones Law Office. If an actual or potential conflict of interest exists, WB Jones Law Office may not represent that client without that client's written consent. WB Jones Law Office is not aware of any conflict of interest in the present subject matter or in any separate subject matter of Client under this agreement.

**VIII. ENTIRETY OF AGREEMENT**

This agreement is complete in its entirety among the parties involved. This agreement supersedes all other verbal or written agreements made prior to or concurrent to this agreement.

**IV. MISCELLANEOUS**

**A.** The Client will advise WB Jones Law Office in writing of any change of address and/or employment within ten (10) days of the making of such change.

**B.** The Client hereby acknowledges that the Client has carefully read this entire Agreement, and the Client fully understands and agrees to abide by all of the terms, conditions and obligations of this Agreement, and that the Client has received a true and correct copy of this Agreement. In the event there are any disputes concerning this agreement regarding fees or the services rendered to the client, such disputes will be arbitrated in Houston, Tx. in accordance with the rules of the American Arbitration Association. Any award will be enforceable in any court of competent jurisdiction.

UNDERSTOOD AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Client

ACCEPTED BY:  
WB Jones Law Office

By: \_\_\_\_\_

William Brian Jones  
Attorney

