

ATTORNEY-CLIENT FEE AGREEMENT

This agreement is entered into by and between Leland Faux, Esq., PLLC (“Attorney”) and _____ (“Client”).

1. **Scope of Work and Duties.** Client hires Attorney to represent Client in relation to a legal dispute with _____ (“Defendant”) for such claims and by such means as attorney and Client may agree. This agreement covers all preliminary work performed by Attorney on these matters, as well as future services to be performed. This agreement does not include any appeals.

2. **Initial Deposit.** Client will pay an initial deposit of \$____, which is non-refundable.

3. **Fees.** Attorney’s standard hourly rate for a case of this nature is \$250/hour, but Attorney will only collect these fees from the Defendants through settlement, judgment, order, or as otherwise stated in this agreement. Attorney will be entitled to recover fees based on the standard hourly rate.

Any funds received through settlement, judgment, or otherwise will be allocated as follows: (1) to accrued attorney’s fees, (2) reimbursement of costs, and (3) remainder to Client. Attorney may modify this allocation for settlement purposes. Any modification does not waive or modify any future allocation. Client has been informed that attorney’s fees claimed may ultimately be substantially greater than the amount claimed as damages to client, particularly in the event of prolonged litigation.

4. **Statutory Damages.** In addition to the fees stated above, Client agrees that Attorney will be entitled to 40% of any statutory damages recovered as a bonus. Statutory damages include punitive damages, enhanced penalties, or any amounts permitted by statute that are not actual damages. Idaho is one of only a few states that requires a judge’s approval to seek punitive damages. This approval is often difficult to obtain. Client should not expect or count on punitive damages to be recovered in the action.

5. **Costs and Expenses.** Client’s case will require certain third-party costs and Client will be responsible for these costs. Costs and expenses commonly include fees fixed by law or assessed by courts or other agencies, postage or server fees, travel expenses, photocopying, and other reproduction costs, expert witness fees, deposition fees, consultant fees, and other similar items. Attorney may require client to pay anticipated costs in advance. If client is unable to cover these costs, Attorney may elect at Attorney’s sole discretion to pay costs or expenses, the recovery of which will be contingent. There is no expectation that Attorney will cover costs.

6. **Collecting Settlements/Judgments.** Any settlement or award obtained must be collected. It is possible that a settlement or award will not be paid all at once. Any post-settlement or judgment collection activity will be billed to client at a rate of \$225/hr.

7. **Settlement.** It may be possible and even preferable to settle this matter. Attorney will keep Client informed of any settlement offers and consult with Client about how to respond to any offers. No settlement will be offered or accepted without Client approval.

Attorney and Client will make best efforts to obtain a settlement that will adequately meet each of the following goals, with no single goal taking precedence over any other goal: (a) satisfy Client's individual goals; (b) compensate attorney fairly for reasonable attorney's fees; and (c) cover litigation costs. Client may also assert claims designed to produce systemic reform of Defendants' policies or practices so other consumers will benefit from this litigation. However, this type of reform activity may be better suited for appropriate government agencies, such as the Attorney General.

In the event Client wishes to accept a settlement that does not cover Attorney's fees and costs at the standard hourly rate, Attorney may require Client to pay such fees and costs. Attorney may also require Client to pay attorney's fees and costs if Client wishes to reject a settlement offer that is otherwise reasonable under the circumstances.

8. **Client Communication and Duties.** Client agrees to provide Attorney such information, assistance, and cooperation as is necessary for Attorney to effectively perform services under this Agreement. Client will keep Attorney advised of Client's address, telephone number, and email. Client must also promptly inform Attorney of any material change in the client's circumstances, particularly in instances of bankruptcy, damages, criminal matters, or other court proceedings. Client also understands that Attorney operates as a solo law practice. Attorney anticipates communicating primarily by email (leland@lelandfaux.com) for convenience. Therefore, Client must keep an eye open for emails and must respond promptly. Client understands that Attorney is not available 24/7. Office availability may vary.

9. **Statements.** Attorney may send Client statements for costs incurred on a periodic basis. Payment is due upon receipt. Client shall pay a 1% late fee per month (12% per year) on all outstanding balances which are not paid within 30 days of each statement date. Client shall notify Attorney in writing if Client disputes any entry. After 30 days of the date of the Statement, all entries are final.

10. **Disclaimer of Guarantee.** There is no such thing as a slam dunk case. Attorney will not make and has not made any representations, promises or guarantees regarding the outcome of any litigation. Attorney's comments during the performance of this agreement are merely expressions of opinion. Nothing in this agreement or in statements by Attorney to you will be construed as a promise or guarantee about the outcome of any particular dispute, negotiation, or matter.

Further, Attorney cannot make any guarantee as to the amount which Client will incur for attorney's fees and costs in this matter, as those amounts will depend on the time and effort required to be devoted to the matter, the conduct of other individuals, such as opposing counsel, parties, witnesses, judges, etc., and other factors which may be unpredictable.

11. **Litigation Risks.** Litigated disputes are often vigorously and adeptly contested. The opposing party may assert counterclaims, file complaints, seek sanctions, or pursue other avenues to prevail or challenge Client's position. Judges or juries may disagree with Client's position on issue of fact or law, even if such a conclusion would be erroneous. Client understands that if Client is not the prevailing party in a litigated matter, Client may be held responsible for the opposing party's damages, attorney's fees and costs, or for sanctions. These amounts may be substantial.

12. **Withdrawal/Modification.** Attorney may withdraw or request modification of this agreement, including the agreement to collect fees from the Defendant only, in the event Client wishes to reject a

settlement agreement that Attorney deems is reasonable under the circumstances or if Client and Attorney are unable to agree on the means or methods of proceeding. Attorney may also withdraw or require a modification of this agreement, including the agreement to collect fees from the Defendant only, if facts are discovered to be materially different than those provided by Client or if client experiences a material change in circumstances, including but not limited to bankruptcy, insolvency, criminal matters, other legal proceedings, or material breach of this agreement.

13. Professional Courtesies. Client understands that Attorney works within a community of lawyers on a regular basis. Attorney intends to treat any opposing lawyers and the court with respect and civility. From time to time, lawyers may request the extension of reasonable courtesies, most often in the form of deadline extensions or the accommodation of schedules. Attorney may exercise his discretion in granting such professional courtesies without consulting the client. Although such courtesies may delay the progress of the case, they are routinely granted in nearly every litigated matter, likely from both sides of the case. The extension of such courtesies is also favored by the court.

14. Preservation of Evidence, Privilege, and Confidential Information. Client must preserve all relevant evidence, including electronic information, related to this matter. Failure to do so is a material breach of this agreement and may result in losing the case. Additionally, Client should not discuss the matter with others—particularly as it relates to any specific information discussed with Attorney. Divulging such information may result in the loss of the attorney-client privilege. All aspects of this matter should be treated as confidential, including on social media.

15. Publicity. Some allegations raised in a lawsuit may be sensitive or harmful to the Defendant if proven to be false or where successfully defended. Therefore, attorney intends that this matter will be presented for decision before the court only and Attorney does not anticipate publishing any information outside of the context of court.

Likewise, Client should refrain from discussing with others or publishing any information regarding this matter, including on social media or websites. In the event the case is successful in court, attorney may request that the results be published so that the public may be made aware of any issue of concern.

16. Document Retention by Attorney. Attorney strives to be paperless to the extent possible. As such, Attorney does not keep original documents for you. **You should provide only copies of original documents.** All documents delivered to Attorney will be shredded at the discretion of Attorney. Attorney will keep electronic copies of such documents. Client agrees that copies of original documents between Attorney and Client will be deemed to be original documents.

17. No Tax or Financial Advice. Attorney has not been retained to provide Client with any tax or financial planning or advice concerning any of the services described in this agreement. Any award, settlement, or outcome may have specific tax or public benefit ramifications. To be sure Client understands and is certain of all the potential financial consequences of potential outcomes, Client should consult with tax or financial advisors regarding these matters.

18. **Discharge.** Client may discharge Attorney at any time. In the event of discharge, Client will owe to Attorney the fees and costs based on the time spent at Attorney's standard hourly rate and Attorney will have an attorney's lien on the case.

19. **No Waivers.** A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

20. **Counterparts.** This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the parties in order for it to be binding upon all of the parties in accordance with these terms.

21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended verbally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

22. Other Provisions

a. In the event any dispute arises between Client and Attorney, which cannot be resolved between them, Client and Attorney agree to resort to the Idaho State Bar's Fee Arbitration Process for resolution under Section VII of the Idaho Bar Commission Rules.

b. In the event attorney's fees and related costs are incurred to enforce this Agreement or to resolve a dispute under this Agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorney's fees and costs.

c. This Agreement becomes effective once it is signed by both parties and Client's deposits any funds required herein.

CLIENT Date: _____

Attorney

Signature: _____

Dated: _____

Address: _____

City: _____

State: _____ ZIP _____

Phone: _____

Email: _____