



EMPLOYMENT AGREEMENT

initials

(1) I, _____ have employed and do hereby employ and appoint, JAMES RUANE as my chosen attorney to defend me in the following matters which are now or may be pending:

(2) I understand that my attorney may represent me by advising and counseling; investigating the law and the facts; preparing for hearings and trials; negotiating with state and federal authorities; employing co-counsel and expert witnesses; collaborating with other counsel; and **will go to trial** if necessary. I understand that my attorneys do not guarantee a particular result.

(3) In consideration of the legal services rendered and to be rendered, I agree to pay a initial fee in the amount of \$ _____. This fee covers all pretrial court dates. Upon placing the case on the trial list, client agrees to pay an additional \$ _____ to cover the costs of pretrial motion and trial preparation. If I decide to proceed to trial, I will pay James Ruane the sum of \$1500.00 per day for each day of trial. Trial commences when jury selection begins. Prior to trial, client shall deposit the trial fee with James Ruane, to be held in escrow and disbursed as trial progresses. Cost of a retrial after a mistrial will be separately assessed when the need for same arises.

(3A) Weekly/Monthly _____ payments of _____ must be made in person in the Offices of Attorney Ruane beginning _____. Failure to make payments shall result in a breakdown of the attorney client relationship. Returned checks shall cause the entire balance to come due immediately. Checks returned with Insufficient Funds shall incur a \$50.00 return check charge. Attorney Ruane reserves the right to withdraw from the representation in this case if the payments are missed more than twice. To secure this agreement, client expressly permits Attorney Ruane to charge my VISA/MASTERCARD/DISCOVER/AMERICAN EXPRESS card, number _____, ex. _____ I authorize a charge to this account if payments are not made. If I request permission to make installment payments, I permit Attorneys Ruane to conduct a credit history check prior to acceptance of this agreement.

(3B) I understand that delinquent accounts will be billed for 60 days from the date of final legal work performed, final court date or notice of closing of client file by the office. All billing disputes must be filed in writing with Attorney Ruane within 45 days of final billing. Should the outstanding fee remain unpaid, the matter will be referred to a collection agency. Unpaid debts will be reported to the major credit agencies. Matters referred for collection will incur a \$200 collection fee for legal and administrative expenses

(3C) Prior to the dissemination of any information contained within the files of Attorney Ruane at the request of the client, client must provide Attorney Ruane with a Release, with an original signature or the client and all fees outstanding must be paid.

(4A) Client shall be obligated to pay all reasonable costs and expenses incurred in the investigation of this case including photocopies, the cost of obtaining discovery, reports of experts, financial records, and any and all other records required to properly investigate the case. All costs and expenses must be brought up-to-date before trial and at such other times as set by James Ruane.

(4B) Client files will be maintained by Attorney Ruane for 7 years from last court date. Clients authorize Attorney Ruane to destroy such records after 7 years have passed. In the alternative, client may request the file be turned over to client at the completion of the representation. Such a request must be filed, in writing, within 45 days of entering this agreement

(5) I understand that this agreement does not include investigation, application and representation in connection with any Special Operator's Permit with the Department of Motor Vehicles. Furthermore, should Attorneys Ruane provide me with the relevant applications or direction in connection with my independent application for a special permit, it does not create an attorney-client relationship for that undertaking.

(6) It is understood that James Ruane is not entering into an hourly rate contract. This means that James Ruane will devote such time as necessary in this matter, but his compensation prior to trial will not be increased or decreased based upon the amount of hours expended by him. In setting the retainer, James Ruane has taken into consideration the degree of difficulty of the case; the expectations of the client; the urgency of the matter, the necessity of declining other work based upon the hours required to handle this case; and the degree of expertise in the handling of criminal cases.

(7) I insist that Attorney Ruane protect the secrecy and confidentiality of all communications concerning my case. I demand assertion of the attorney client privilege at all times except when the professional judgment of Attorney Ruane a disclosure will aid my defense.

Executed on this _____ day of _____ 200_

CLIENT

JAMES RUANE, ESQ.