

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT entered into on \_\_\_\_\_, in \_\_\_\_\_, Florida, between \_\_\_\_\_ and Stilianopoulos Law Office, P.A., hereinafter called "the firm."

1. I agree to pay the firm as compensation for your professional services with respect to the criminal charge(s) of:

2. a minimum retainer of \$ \_\_\_\_\_ as an \_\_\_\_\_ engagement fee or flat fee which is **fully earned when received**. If this is not a Flat Fee Agreement, I realize this engagement fee is only a minimum fee and that an additional fee may be charged should the cost of services rendered exceed the retainer amount. This engagement fee is a retainer and is earned upon receipt. Any additional fee will depend upon factors that include the time and labor required; the complexity of the case; the skill required to perform the legal service properly; and the experience, reputation, disposition and ability of the lawyer or lawyers who represents the adverse party.

3. I understand that any payment in the form of credit/debit card will incur an additional 3.0% surcharge(domestic based account)/5.0% surcharge(foreign based account) that will be added to the legal fees payment to cover the processing fees.

4. Additional fees may be charged to me as follows, **unless waived by firm**:

a. Additional retainer of \$ \_\_\_\_\_ as agreed upon with counsel, unless there is a Flat Fee Agreement; this additional retainer becomes payable upon conclusion of pretrial conference in which a trial date is set or upon written notice by attorney.

b. \$ 200.00 per hour for services of the attorney/\$ 100.00 per hour for the services of paralegal and secretarial personnel;

c. Investigative services: Actual costs

d. Photocopies: \$ .10/page;

- e. Faxes (sent or received): \$ 1.00/page;
- f. Postage: Actual cost;
- g. Long-distance telephone calls: Actual cost.
- h. Court Reporter, witness, transcript and court fees: Actual cost.

5. I realize that the hourly rates may change from time to time, and that I will be notified in writing of any change. At that time I will have the option to agree to the change by taking no action, or to retain another attorney.

**6. I have been informed and I understand that it is impossible at this time to determine the total amount of my attorney's fee.** If I fail to appear for court without proper notice or am unable to comply with court obligations/bond/probation and this results in a court hearing, the attorney may charge me an additional fee in addition to any agreed upon retainer. This is regardless of any previously agreed upon Retainer or Flat Fee Agreement.

I also understand that there are situations where my case may be delayed and my initial or trial retainer no longer suffices to properly compensate the firm for the hours worked on the case. Ex. case exceeds the allotted hours of work covered by the retainer; the case is delayed beyond six months of initial representation on a misdemeanor or one year of initial representation on a felony charge; or if client wishes to pursue a defense strategy involving complex issues requiring scientific or expert testimony i.e. DNA, forensics, engineering or medical issues; or if the State files additional charges beyond what the firm was contracted for. In these situations, I understand that the firm reserves the right to charge additional fees or an additional retainer. If the firm decides that it wants to charge additional fees beyond the initial or trial retainer, I understand that I will be notified in writing.

7. I understand that if I am agreeing to pay a trial retainer, such a trial retainer is due after the conclusion of the pre-trial conference in which a trial date is scheduled. I have been informed that in addition to representation in a trial, a trial retainer covers all pretrial motions and trial preparation. I also am aware that if the case does not go to trial, this does not mean that I do not have to pay a trial retainer. Such a trial retainer will cover any representation after the pretrial conference and before trial.

8. I agree to promptly pay for all services performed on my behalf, as reflected in all periodic billing statements and in the final bill issued to me.

9. I agree that the firm shall have the right to withdraw from the case if I do not make payments required by this agreement, if I have misrepresented or failed to disclose material facts to them or if I fail to follow the advice rendered by my attorney. In any of these

events, I agree to execute such necessary documents as will permit the firm to withdraw.

10. I understand that my attorney is an officer of the court and is bound by rules regulating the Florida Bar. I acknowledge that while the firm accepts employment and shall render professional legal services to the best of their ability during such employment, the firm has made **NO PROMISES OR GUARANTEES** as to the outcome of this case, as all expressions relative to it are only opinions, and this Retainer Agreement is not contingent upon a favorable outcome. I agree to fully cooperate with the attorneys; to do nothing that would compromise their professional ethics; and not to request or require the firm to do anything in violation of the Code of Professional Responsibility.

11. I understand that my cooperation, as the client, is very important. I have been informed that I must keep the firm informed immediately of any change of address, phone number, employment and circumstances. I understand that full disclosure of all facts is essential to enable the firm to properly represent me. I will promptly fill out and return all papers sent to me, and will provide all documentation required or requested by the firm. I will also make all appearances as required by the court, or as requested by the firm, and will give the firm at least 24 hours notice if I cannot make any such appearance. If I fail to do so, I agree that the firm shall have the right to withdraw from representing me.

READ, APPROVED AND ACCEPTED:

Date: \_\_\_\_\_

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

Client

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

Client

Date: \_\_\_\_\_

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

Eugene Stilianopoulos, Esq.

Attorney at Law

## CRIMINAL CASE CHECKLIST

### Date of Incident:

### Date of Arrest:

- Open File & Input Info in to PC Law.
- File NOA and related pleadings.
- Receive Discovery from SAO, respond with D's Discovery if such exists
- Schedule appointment with client to review case if not already done in jail or at intake.
- Request any relevant videotapes or recordings if available.
- Undertake depositions if necessary, if case is a misdemeanor, request this through a motion with Judge.
- File any relevant Motions for Dismissal or Suppression
- Prepare for Trial, prepare voir dire questions, motions in limine, opening statement, closing statement and trial questions.