

**CONFIDENTIAL ATTORNEY COMMUNICATION**

Dear Member:

This letter confirms the terms and scope of our agreement (hereinafter the “Agreement”) for your (hereinafter “Clients”) ongoing monthly membership in the Attorneys on Retainer Plus One Program, (hereinafter the “Program”) offered by Marc J. Victor, P.C. dba the Attorneys For Freedom Law Firm (hereinafter the “Attorney.”) The effective date of this Agreement (hereinafter the “Effective Date”) shall be the date upon which the Attorney has received the confirmation of this executed Agreement by both Clients, the first monthly non-refundable earned on receipt fee payment, and Attorney signs the Agreement.

Plus One “Clients” for purposes of this Agreement are:

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**It is expressly understood and agreed that no guarantees or promises  
have been made about the outcome of any case.**

**I. NON-REFUNDABLE EARNED ON RECEIPT MONTHLY FEE**

- a. Clients agree to pay the initial \$140.00 membership fee and timely pay the ongoing non-refundable earned upon receipt amount of \$35.90 per month via Credit Card for as long as Clients desire this Agreement to remain in effect and in force. Either Clients or the Attorney may opt to unilaterally terminate this Agreement at any time for any reason or no reason at all. This Agreement is automatically and immediately terminated as of the date Clients fail to remit the non-refundable earned on receipt monthly payment of \$35.90 as detailed in this Agreement. Because this is a monthly non-refundable retainer simply to secure Attorney’s availability and will not be billed against, Clients understand that if Clients terminate this Agreement, Clients have no further obligation to make payments to this Program. This provision conforms to the requirements of Arizona Rule of Professional Conduct 1.5(d)(3) as a “true” retainer as that term is defined under Arizona Rule of Professional Conduct 1.5 Comment [7].

- b. Whatever date of the month the initial monthly payment is remitted pursuant to this Agreement shall also be the due date for the following month and every month thereafter. In the event the initial payment is on the 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month, the due date shall be the final day of each following month.
- c. Clients agree to remit the non-refundable earned upon receipt payment of \$35.90 per month solely for two distinct purposes:
  - 1. To ensure the Attorney's availability to represent the Clients for any of the Applicable Legal Matters listed below (subject to a conflict check); and
  - 2. To secure the Reduced Hourly or Contingency Rate (as determined by the nature of the legal matter) for any of the Applicable Legal Matters listed below, subject to a conflict check.
- D. If monthly payments are not paid your AOR Plus One membership will be canceled and both Plus One members will no longer receive the benefits of the AOR Program.

**The Attorney does not accept payment with funds obtained in any illegal manner. You hereby agree and certify that any funds used to pay fees agreed to and set out in this Agreement were obtained solely by lawful means.**

## II. APPLICABLE LEGAL MATTERS

An Applicable Legal Matter is any legal matter listed below which has arisen as a result of events that initially occurred after the Effective Date of this Agreement and for which there are no conflicts of interest prohibiting representation. Any legal matter that arises from events occurring prior to the Effective Date of this Agreement is specifically excluded from this Agreement. The date upon which any formal criminal charges are filed is inapplicable to the analysis of an Applicable Legal Matter.

**The Attorneys on Retainer Program is not an insurance product or pre-paid legal service of any kind. Membership in the Attorneys on Retainer Program entitles the Clients to representation for any of the legal matters listed below at the Reduced Hourly or Contingency Rate, subject to the Rules of Professional Conduct including clearing any conflicts of interest for a particular Applicable Legal Matter.**

## III. CRIMINAL AND CIVIL LAW MATTERS

- a. Attorney is admitted to practice law only in Arizona and this Program is offered in compliance with the Arizona Rules of Professional Conduct. The Attorney agrees to remain available to accept legal representation in any state where Attorney is permitted to associate with local counsel, if appropriate and subject to Attorney's admission *pro hac vice*, on behalf of Clients for any of the following legal matters arising from initial events alleged to occur after the Effective Date of this Agreement and for which there are no conflicts of interest prohibiting representation:

- Formally charged Criminal Defense matters at the trial level;
  - Criminal Appeals or Post-Conviction matters;
  - Legally appropriate Plaintiff's Personal Injury matters;
  - Legally appropriate Plaintiff's Wrongful Death matters;
  - Legally appropriate Plaintiff's Medical Malpractice matters; and
  - Legally appropriate Plaintiff's Civil Rights matters.
- b. Attorney will associate with counsel in other jurisdictions as applicable and shall be jointly responsible with such co-counsel for the representation of Clients.
- c. The Attorney agrees to remain available to accept legal representation on behalf of Clients within the State of Arizona for the following legal matters arising from initial events occurring after the Effective Date of this Agreement and for which there are no conflicts of interest prohibiting representation:
- Breach of Contract matters (Plaintiff or Defendant);
  - Legal representation if sued for Personal Injury or Property Damage;
  - Order of Protection matters (Petitioner or Respondent);
  - Injunction Against Harassment matters (Petitioner or Respondent);
  - Criminal Rule 32 Post-Conviction Relief matters;
  - Motion to Designate as Misdemeanor;
  - Motion to Terminate Probation;
  - Motions to Reinstate Gun Rights;
  - Motions to Set Aside Judgment of Conviction;
  - Petition to Clear Record; and
  - Letter writing in any legal or pre-litigation matter.

- d. The Attorney is ethically bound not to represent Clients in frivolous or inappropriate legal matters. As such, the Attorney shall be the sole judge of what matters are “Legally Inappropriate.” If the Attorney determines any legal matter is Legally Inappropriate for any reason, no legal representation will be offered. Additionally, the Attorney is ethically bound not to accept representation if a legal or ethical conflict of interest would arise from such representation (such as a witness or opposing party being a current or former client of Attorney). In such an event, the Attorney shall attempt to secure qualified legal representation at the same Reduced Hourly or Contingency Fee Rate from qualified legal counsel free from the applicable conflict.

#### **IV. REDUCED HOURLY AND CONTINGENCY FEE RATE**

- a. In addition to securing and guaranteeing the availability of the Attorneys For Freedom Law Firm for representation in any of the above listed Applicable Legal Matters, the non-refundable earned on receipt monthly true retainer fee of \$35.90 also gives Clients the option to retain the legal services of the Attorneys For Freedom Law Firm for any of the above listed Applicable Legal Matters for the Reduced Hourly or Contingency Fee Rates as explained below, consistent with the Arizona Rules of Professional Conduct.
- b. Clients shall be entitled to secure representation from Attorney (and any necessary co-counsel admitted in the jurisdiction where the Matter is pending and any other Attorneys assisting with the representation), with the limitations described above, for any of the above listed Applicable Legal Matters for the reduced hourly rate of \$175.00 per hour for civil and criminal law matters listed above. Representation for any Legally Appropriate Plaintiff’s Personal Injury, Plaintiff’s Wrongful Death, Plaintiff’s Medical Malpractice, or Plaintiff’s Civil Rights Matter shall be available for the reduced contingency fee of 25% of any gross recovery obtained prior to trial and 33% of any gross recovery in the event formal litigation is commenced. For any contingent fee matter pending in a jurisdiction other than Arizona, Clients understand and agree that a portion of the contingent fee earned by Attorney shall be paid to the co-counsel licensed in that jurisdiction and that Clients shall be notified of the name of the co-counsel prior to the other lawyer entering an appearance on Clients’ behalf.
- c. In the event Clients retain Attorney for legal representation in any Applicable Legal Matter pursuant to this Agreement, a new Fee Agreement will be executed consistent with the reduced hourly or contingency fee as detailed in this Agreement for that specific Matter.

#### **V. OTHER PROVISIONS**

- a. Clients understand and agree that in the event legal representation is agreed to pursuant to this Agreement for any hourly matter, Clients will be required to deposit an initial amount in the Marc J. Victor, P.C. Trust Account against which monthly hourly legal fees and expenses will be deducted. The Attorney shall have sole discretion to determine a reasonable initial amount (an Advance Fee Deposit) to be

deposited into the Trust Account. Clients will also be required to replenish funds in the Trust Account as needed to cover ongoing attorneys' fees and expenses.

- b. Clients agree to timely provide all information requested by the Attorney. All Parties to this Agreement consent and agree that notwithstanding who has actually paid the non-refundable earned on receipt monthly fees, only the individuals identified in this Agreement as the Clients are entitled to legal representation at the reduced hourly or contingency rate as detailed in this Agreement.

## **VI. SCOPE OF AGREEMENT**

- A. The Scope of this Agreement is limited to securing the availability of the Attorneys For Freedom Law Firm for legal representation in any Applicable Legal Matter as detailed above as well as for securing an offer of either the reduced hourly rate of \$175.00 per hour or the reduced contingency fee rate of 25% (33% for litigation) for Attorney's Fees for representation in such matters, through a new fee agreement entered into between Client and Attorney for one of the specific Applicable Legal Matters, subject to compliance with the Rules of Professional Conduct (including but not limited to ER 3.1 meritorious claims and ERs 1.7/1.9 conflicts of interest).
- B. Clients shall be entitled to personally meet with Marc J. Victor during any representation in any Applicable Legal Matter as detailed in this Agreement.
- C. Clients shall also be entitled to personally contact Marc J. Victor for emergency situations for Applicable Legal Matters.

## **VII. ETHICS OBLIGATIONS**

- A. You understand the Attorney is bound by and complies with all ethical obligations and standards of conduct as required by the Arizona Supreme Court.
  - 1. Attorney is required to reveal such information to the extent necessary to prevent Clients from committing a future criminal act that is likely to result in death or substantial bodily harm.
  - 2. Attorney will not assist Clients or any witness to testify falsely.
  - 3. Attorney will be required to correct any false statement of material fact presented to a tribunal.
- B. Attorney may withdraw from representing Clients as permitted or required by the Arizona Rules of Professional Conduct and/or the Rules of Professional Conduct in any applicable jurisdiction where Attorney is admitted *pro hac vice*.
- C. This Agreement is governed by Arizona law. If any portion of the Agreement is held by a tribunal to be unenforceable, the remaining portions of the Agreement shall continue to be enforced. Venue for any dispute regarding the terms of this Agreement shall be Maricopa County, Arizona.

## **VIII. CREDIT OR DEBIT CARDS**

Clients understand and agree that this Agreement is an ongoing monthly Agreement to pay a non-refundable earned on receipt monthly flat fee to secure Attorney's potential availability at the reduced rates listed above. Clients authorize the Attorney to charge such monthly fee to Clients' designated credit card until such time as Clients notify Attorney the Clients are terminating this Agreement or Attorney notifies the Clients the Attorney is terminating this Agreement.

## **IX. CONFIDENTIALITY/DISCLOSURE/THIRD PARTIES, ER1.8(f) CLAUSE**

- A. Sometimes Clients may have someone assist them with their membership fees. If you have someone else paying your membership fees Clients give informed consent:
1. that the Attorney may communicate with that person(s), after first consulting with Clients, only about the fees;
  2. the third-party payor will not be authorized to receive or request any information about representation of Clients unless Clients give the Attorney Clients' express permission to make such disclosures, understanding that if the Attorney makes any disclosures of privileged information, it may waive the attorney/client privilege;
  3. the third-party payor may not direct the legal matter only Clients may make decisions about Clients' legal matter.
- B. If the third-party payor fails to pay your AOR Plus One monthly membership fee and other arrangement can't be made your membership will be canceled and both Plus One members will no longer receive the benefits of the AOR Program.

## **X. COOPERATION**

- A. Clients agree to immediately contact Attorney in the event legal representation in any Applicable Legal Matter is necessary.
- B. Clients also agree to keep Attorney informed of current contact information (telephone numbers, secure email addresses, and mailing address) at all times.
- C. Clients acknowledge the best results in this matter can be achieved by Clients providing the Attorney with full and complete information concerning any pending legal matter and Clients' signature on this Fee Agreement attests that the information Clients give to the Attorney will be truthful and accurate to the best of Clients' knowledge.
- D. If there are any changes in material information or contact information, Clients will promptly notify the Attorney.

- E. Clients also understand that Clients should not use work e-mail addresses, work computers, or public computers (such as at a public library or hotel) or any email account for which someone other than the Clients have access to communicate with the Attorney in order to protect the confidentiality of our discussions as e-mail may not be secure on those computers.
- F. Clients also agree to notify Attorney if the Attorney should not communicate with the Clients via e-mail or regular mail due to a risk of interception of those communications.

## **XI. COMMUNICATIONS AND FILE RETENTION**

- A. The Attorney may communicate with you by facsimile, mobile telephone, and email. Therefore, the Clients agree to keep the Attorney informed of current contact information at all times. The email address that you provide to our Attorney must be one for which only you are authorized to view the contents, to avoid waiving attorney/client privilege. Please be certain that your email filters do not block emails from our office and that the allowable size of incoming emails is sufficient to accept emails from us with attachments. *It is important that you retain all communications from and to us, including emails and attachments to emails. These are being tendered to you as your copy of your file.*
- B. We retain many file documents and data in electronic format only. These documents and data may be stored on a remote secure third-party server hosted through the Internet (“the cloud”). If you require any heightened security measures for the storage or transmission of electronic data, such as for government clearances, please notify the Attorney.
- C. Clients agree to notify the Attorney immediately upon the termination of this Agreement if there are any documents Clients wish Attorney to resend to Clients. Clients understand that the Attorney does not retain Clients’ file indefinitely. As such, after the termination of this Agreement, the Attorney may retain a copy of Clients’ file electronically, only for three years at which time it may be destroyed without further notice to Clients.

## **XII. PRIVACY POLICY**

- A. The Attorney collects nonpublic, personal information about you only in connection with providing you the services you request. The Attorney will not disclose any public or nonpublic personal information about you to anyone outside the Firm except as authorized by you or required or permitted by law or court rule such as litigation.
- B. The Attorney will not communicate confidential information about the representation to third persons, including Clients’ family members unless Clients give the Attorney written permission to do so, understanding that such communication could waive the attorney/client privilege.

### XIII. JOINT/CONCURRENT REPRESENTATION WAIVER

- A. This Attorneys on Retainer Plus One Plan provides for the availability for Plus One Plan Clients to retain the Attorneys For Freedom Law Firm at reduced hourly and/or contingent fee rates, for Applicable Legal Matters, subject to the Rules of Professional Conduct. Arizona's Rules of Professional Conduct permit the joint representation of multiple Clients when their interests are aligned, and each Client gives their informed consent to that joint representation. At this point, it appears possible to provide the Attorneys on Retainer Plus One Plan to both of you because your interests are consistent. Based on the information available to the firm at this time, there currently appear to be no conflicts of interest between you that would prevent the firm from offering the Attorneys on Retainer Plus One Plan to both you. However, although your interests may be similar in many respects, they may not be identical in all respects, and a conflict may develop at some later date. Any time an Attorney represents several parties, certain conflicts of interest may arise among the parties. There are times when strategic decisions differ with respect to different parties, **for instance**, if either of you wanted to retain the firm in a matter where the other Plus One Client was adverse to you, we would need to refer the matter out to other counsel.
- B. As you can appreciate the Firm cannot mediate a dispute between you, so if such dispute occurs the firm will not be able to represent any of you. If at any time either of you become aware of any conflict or potential conflict between your interests with respect to a legal matter being handled by the Firm, please contact the Firm so that we can consider whether we can continue to represent either of you in this matter. The benefit of representing you jointly is the efficiency and unity of the positions we can present to the opposing party, as well as the cost savings. The risk of granting this waiver is that if a conflict does arise between you, the Firm may be required to refer the representations to other counsel.
- C. In the ordinary one-lawyer/one-client relationship, information given to the lawyer by the Client in confidence as part of the representation may be considered privileged or confidential information (i.e., the lawyer may not disclose that information to any other person without the Client's consent or as required by law). That privilege also exists in the context of joint representation, but there is an added factor. The privilege and ethical duty of confidentiality extend to protect the confidences of both of you from disclosure to any person who is not a party to this Agreement. However, there will be no confidences between the Attorneys on Retainer Plus One Plan Clients regarding any joint legal matters handled by the Firm. In other words, if the Firm is retained to represent both of you and receives information from or about one of you or about the matter that is material to the joint representation, the Firm will share that information with the other Client. If at any time one of you declines to provide material information to the other in the joint representation, the Firm *may* be required to withdraw from representing both of you. The Firm will take direction from both of you as it reaches its consensus on various issues.

- D. If a conflict prohibits representation of one or both of you in a specific civil or criminal matter covered by the Program, we will make reasonable efforts to obtain separate counsel for you at the rates provided for in this Agreement.
- E. You each are welcome to have independent counsel review this conflict waiver. If after having the opportunity to consult with independent counsel you agree to these terms, please sign below.

**XIV. ACCEPTANCE**

By signing below, we each certify that we have carefully read all pages of this Agreement and understand all of its terms. Any questions any of us had about the Agreement have been explained to us by an Attorney to our satisfaction. We agree to be bound by all terms of the foregoing Agreement and specifically to pay all non-refundable earned on receipt monthly attorneys' fees pursuant to this Agreement. We further understand that the Attorneys For Freedom Law Firm does not currently represent any of us in any legal matters as a result of this Agreement. If such legal representation is needed, each of us will execute a new Agreement for such legal representation.

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*Attorneys For Freedom Law Firm*

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*Date*

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*Client*

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*Date*

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*Client*

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