

LOCAL SELF-PROTECTION PLAN:
ATTORNEY-CLIENT PRIVILEGED AND
STRICTLY CONFIDENTIAL

Dear Prospective Member:

This document confirms the terms and scope of our agreement (hereinafter the “Agreement”) for your (hereinafter “Client”) ongoing monthly membership in the Attorneys on Retainer Program, Self-Protection Option Local Plan (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 the Attorney signs this Agreement which will only occur after the Attorney has received the confirmation of this executed Agreement by Client, the initial \$100.00 set-up fee has been paid, and the Client has had the opportunity to discuss all terms of the Agreement with the Attorney.

I. **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 below.
- B. Other than the “Monthly Legal Fee” as detailed below, no additional Attorney’s Fees are required by this Agreement. However, the Client remains responsible for “Expenses” as detailed below.
- C. As to all such Applicable Legal Matters, a new binding fee agreement will be entered into between the Client and the Attorney for specific Applicable Legal Matters, subject to compliance with the Rules of Professional Conduct including but not limited to ER 3.1 meritorious claims, ERs 1.7/1.9 conflicts of interest, HRPC 1.7 and 1.9, and any other Rules of Professional Conduct as applicable in any other relevant state.

The Program is not insurance. Membership in the Program entitles the Client to the legal representation only for Applicable Legal Matters listed below subject to the Ethical Rules of Professional Conduct.

II. **MONTHLY LEGAL FEE**

- A. The Client agrees to pay the initial one-time nonrefundable \$100.00 set-up fee and, at the end of the first month, commence timely paying the ongoing legal fee in the amount of \$25.00 per month via credit card for as long as Client desires this Agreement to remain in force. The \$25.00 monthly legal fee is collected in arrears only after the Attorney’s availability has been provided to the Client. As such, each monthly Attorney’s Fee of \$25.00 is earned in full for the prior month’s availability.

- B. Either the Client 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 the Client fails to timely remit the earned monthly payment of \$25.00 as detailed in this Agreement. If the Client voluntarily terminates this Agreement, the Client has no further obligation to make payments to the Program, and the Attorney has no further obligations pursuant to this Agreement. This provision conforms to the requirements of the Arizona Rules of Professional Conduct 1.5 as a true retainer as that term is defined pursuant to the Arizona Rules of Professional Conduct 1.5 Comment [7].1.2 Comment 11

- C. The first monthly payment will be due thirty (30) days after your non-refundable \$100.00 set-up fee is remitted pursuant to this Agreement. Such day of the month shall be the due date for the following month and every month thereafter. In the event the initial nonrefundable \$100.00 payment is on the 28th, 29th, 30th, or 31st of the month, the due date shall be the final day of each following month. As the \$25.00 monthly payment is made in arrears, it is due and earned when remitted.

- D. The Client agrees to remit the payment of \$25.00 per month solely for three distinct purposes:
 - 1. To ensure the Attorney's availability to represent the Client for any of the Applicable Legal Matters listed below (subject to a conflict check) and commenced with a free Strategy Session on the Applicable Legal Matter, and
 - 2. To provide legal representation in either state or federal court with no additional Attorney's fees for any of the Applicable Legal Matters listed below in Section III, and
 - 3. To receive legal information and advice concerning topics relevant to the Program in a periodic newsletter delivered electronically.

The Attorney does not accept payment with funds obtained in any illegal manner. The Client hereby agrees and certifies that any funds used to pay any fees pursuant to this Agreement were obtained solely by lawful means. If someone other than the Client pays any fees pursuant to this Agreement, the Client consents to such payment and is authorized to have such payments made on the Client's behalf and understands that the payor is not entitled to information about the representation or to direct the representation.

III. **APPLICABLE LEGAL MATTERS**

- A. An Applicable Legal Matter is any felony criminal law matter listed below which has arisen as a result of events that wholly occurred *after* the Effective Date of this Agreement and for which there are no conflicts of interest prohibiting representation. In the event of a conflict of interest which prohibits the Attorney from engaging in legal representation, the Attorney shall refund all fees remitted pursuant to this Agreement.

- B. Any legal matter, including those detailed in Paragraph H below, that arises wholly or partially from any event occurring *prior to* the Effective Date of this Agreement is specifically and entirely excluded from this Agreement. The date upon which any formal criminal charges are filed is inapplicable to the analysis of whether any criminal charge constitutes an Applicable Legal Matter.
- C. This Program is offered in compliance with the Arizona Rules of Professional Conduct and the Hawai`i Rules of Professional Conduct respectively. The Attorney is also required to fully comply with all Rules of Professional Conduct applicable in any state in which an Applicable Legal Matter is charged.
- D. Legal representation pursuant to this Agreement is strictly limited to occasions when the following three circumstances all apply:
1. The Client has been formally charged with at least one of the following felony criminal law matters (even if titled by a different name) arising from events wholly occurring *after* the Effective Date of this Agreement:
 - Murder
 - Manslaughter
 - Negligent Homicide
 - Felony Aggravated Assault
 - Felony Endangerment
 - Felony Disorderly Conduct
 - Negligent or Accidental Discharge of Firearm, and
 2. The Client reasonably asserts self-defense as the defense to the applicable felony charge, and
 3. The felony criminal law matter is currently at the trial level.
- E. Misdemeanor Criminal Charges: Stand-alone misdemeanor charges are not Applicable to Legal Matters pursuant to this Agreement. However, the Attorney will represent the Client on any misdemeanor charges that arise out of the same incident and are charged in the same case as any Applicable Legal Matter.
- F. Additional Felony Charges in the Same Matter: In the event, additional felony criminal charges are brought in the same matter along with any Applicable Legal Matter, the Attorney will determine whether the additional felony criminal charges arise out of the same conduct as the Applicable Legal Matter. If so, the legal fees for representation on the additional felony criminal charges will be included as part of this Agreement. However, if the additional felony criminal charges do not arise out of the same conduct as the Applicable Legal Matter, they are not covered by this Agreement. In such an event, reasonable

Attorney's fees will be charged at the Attorney's normal hourly rate discounted by 35% for representation as to the additional felony criminal charges. In such an event, the Client will be required to deposit a retainer amount into the Attorney's trust account. Alternatively, the Attorney and the Client will mutually agree to an additional non-refundable flat fee for legal representation on the entire criminal matter. If the Attorney and Client cannot mutually agree on an additional fee to cover legal representation for the entire matter, the Attorney shall have the right to decline representation pursuant to this Agreement. The Attorney cannot represent a client on some criminal charges, but not others in the same criminal matter.

- G. Trial Court Level Only: Representation pursuant to this Agreement includes all Attorney's fees through either a bench or jury trial. However, representation pursuant to this Agreement does not include any legal representation beyond the trial level. As such, this Agreement does not include any appellate representation. However, if an appeal becomes necessary as a result of any covered Applicable Legal Matter, the Attorney agrees to accept the appellate representation at the Attorney's normal hourly rate discounted by 35%. In such a case, the Client will be required to deposit a sufficient retainer amount into the Attorney's trust account.
- H. Additional Criminal Law Matters in Arizona or Hawaii Only: In addition to representation on Applicable Legal Matters as detailed above, The Attorney agrees to represent the Client in any other formally charged criminal law matter, subject to Paragraph B above, in only Arizona or Hawaii for a 35% discount of the Attorney's then prevailing market hourly rates.
- I. Civil Defense Representation: The Attorney agrees to represent the Client in the event Client is sued in civil court as a result of any Applicable Legal Matter. In such an event, the Client agrees to pay the Attorney for Attorney's Legal Fees at an hourly rate that is discounted by 35% off Attorney's normal market hourly rates. Additionally, as to all civil matters, Client shall also be responsible for all Expenses as detailed in this Agreement including any *Pro Hac Vice* Fees or travel expenses.
- J. New Fee Agreement: In the event, the Client retains an Attorney for legal representation in any Applicable Legal Matter pursuant to any portion of this Agreement, a new Fee Agreement will be executed incorporating the terms of this Agreement. This Agreement does not include Expenses as detailed in Section IV. Below. Such Expenses always remain the Client's responsibility.
- K. The Attorney is ethically bound not to represent clients engaging in bad faith litigation, including frivolous legal matters, positions, or defenses. As such, the Attorney shall be the sole judge of what matters are asserted in bad faith or are frivolous. If the Attorney determines any legal matter, position or defense is engaged in bad faith or is frivolous for any reason, the Attorney will either not accept representation or will withdraw from the case. Additionally, the Attorney is ethically bound not to accept representation if a legal or ethical

conflict of interest would arise from representation such as is often the case with co-defendants in the same criminal matter.

IV. **EXPENSES**

In many criminal cases, it is appropriate to apply for funds from the court to pay for certain defense-related expenses. Prior to requesting that the Client pays for certain expenses, the Attorney will, if appropriate, apply to the court for the payment of expenses. In the event, the court denies a request for expenses, the Client shall be responsible for expenses. This Agreement does not cover expenses.

As such, in addition to the \$25.00 monthly fee detailed above, the Client shall be responsible for the payment of expenses incurred on the Client's behalf, which include, but are not limited to, the following: Any *Pro Hac Vice* fees, any travel-related expenses (outside of Arizona or Hawaii) expert witnesses, investigators, polygraph examinations, DNA examinations, and other scientific tests, fees related to discovery and departmental reports, medical records, bail bond fees, transcripts, process servers, electronic research (Westlaw), extensive photocopies or postage, and, in the case of appeals, the appellate record, and any other expenses which in the judgment of the Attorney are necessary to your representation.

Regarding any matters outside of Arizona or Hawaii, and unless otherwise agreed to by the Client, the Attorney shall personally handle any trial, substantive evidentiary or suppression hearings, or sentencing hearings in any Applicable Legal Matter. In the Attorney's sole discretion, the Attorney may opt for any *Pro Hac Vice* Counsel to personally handle any routine hearings including arraignment, pretrial conferences, scheduling conferences, case management conferences, status hearings, or discovery-related hearings.

V. **OTHER PROVISIONS**

- A. Regarding Applicable Legal Matters occurring outside of either Arizona or Hawaii, the Client understands that the Attorney is currently admitted to practice only in the states of Arizona and Hawaii. However, the Attorney routinely appears as counsel of record in other states by the operation of that state's *Pro Hac Vice* rules. The Attorney has appeared *Pro Hac Vice* in many other states on many other criminal matters in both state and federal courts without ever having been denied. As such, the Attorney has every good faith expectation that the Attorney will be permitted to appear *Pro Hac Vice* in any state on any state or federal criminal matter. However, if for some unforeseen reason a court denies the Attorney's application to appear *Pro Hac Vice*, representation pursuant to this Agreement will not be possible and all fees remitted by the Client will be refunded.
- B. The Client agrees to timely provide all information requested by the Attorney. All Parties to this Agreement consent and agree that notwithstanding who has actually paid the \$25.00 monthly fee, only the person identified by this Agreement as the Client is entitled to legal representation. Only one person can be identified as the Client per this Agreement.

VI. ETHICS OBLIGATIONS

- A. The Client understands the Attorney is bound by and complies with all ethical obligations and standards of conduct as required by the Arizona Supreme Court and any other state supreme courts involving matters in other states including but not limited to:
1. The Attorney is required to reveal such information to the extent necessary to prevent the Client from committing a future criminal act that is likely to result in death or substantial bodily harm;
 2. The Attorney will not assist the Client or any witness to testifying falsely;
 3. The Attorney will be required to correct any false statement of material fact presented to a tribunal; and
- B. The Attorney cannot bring or defend a proceeding, assert or controvert an issue unless there is a good faith basis in law and fact for doing so that is not frivolous, which includes a good faith and nonfrivolous argument for an extension, modification, or reversal of existing law. A lawyer for a defendant in a criminal proceeding may nevertheless so defend the proceeding as to require that every element of the case be established. The Attorney may withdraw from representing the Client as permitted or required by the Arizona Rules of Professional Conduct.
- C. This Agreement shall be governed by Arizona law. If any portion of the Agreement is held to be unenforceable, the remaining portions of this Agreement shall continue to be enforced. The venue for any dispute regarding the terms of this Agreement shall be Maricopa County, Arizona. Any litigation over the terms of, or any aspect of, this Agreement, must be filed in the Maricopa County Superior Court. Both the Attorney and the Client agree that any litigation filed in any other court shall be immediately dismissed and that the filer shall be responsible for all related attorney's fees and costs.

VII. CREDIT OR DEBIT CARDS

The Client understands and agrees that this Agreement is an ongoing monthly Agreement to pay an earned \$25.00 monthly fee to secure the Attorney's availability. The Client authorizes the Attorney to charge such \$25.00 monthly fee to the Client's designated credit card until such time as the Client notifies the Attorney to terminate this Agreement or the Attorney notifies the Client the Attorney is terminating this Agreement.

VIII. CONFIDENTIALITY/DISCLOSURE/THIRD PARTIES, ERL.8(f) CLAUSE

- A. Sometimes Clients may have someone assist them with their \$25.00 monthly fee. If a third party has agreed to remit the Client's \$25.00 monthly fee, the Client hereby gives informed consent and agrees:
 - 1. That the Attorney may communicate with the third party only about the monthly \$25.00 fee;
 - 2. That the third-party payor will not be authorized to receive or request any information about the representation of the Client unless the Client gives the Attorney the Client's express written permission to make such disclosures, understanding that if the Attorney makes any disclosures of privileged information, it may waive the attorney/client privilege;
 - 3. That the third-party payor may not direct the representation. Only the Client may make decisions about the Client's legal matter.
- B. If the third-party payor fails to pay the Client's monthly \$25.00 fee and another arrangement cannot timely be made, this Agreement will be automatically canceled as of the date the fee was unpaid and the Client will no longer receive any benefits of the Program.

IX. COOPERATION

- A. The Client agrees to contact the Attorney as soon as is reasonably practicable, either in person or through a third party, in the event legal representation in any Applicable Legal Matter is necessary.
- B. The Client also agrees to keep the Attorney informed of current contact information (telephone numbers, secure email addresses, and mailing addresses) at all times.
- C. The Client acknowledges the best results in this matter can be achieved by the Client providing the Attorney with full and complete information concerning all pending legal matters. The Client's signature on this Agreement attests that the Client has carefully read every provision of this Agreement and has had all the Client's questions answered satisfactorily. The Client also attests that the information the Client has given and will give to the Attorney will be truthful and accurate to the best of the Client's knowledge. If there are any changes in material information or contact information, the Client will promptly notify the Attorney.
- D. The Client also understands that the Client 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 Client has access to communicate with the Attorney in order to protect the confidentiality of discussions as e-mail may not be secure on all computers.

- E. The Client also agrees to notify the Attorney if the Attorney should not communicate with the Client via e-mail or regular mail due to a risk of interception of those communications.

X. COMMUNICATIONS AND FILE RETENTION

- A. The Attorney may communicate with the Client by facsimile, mobile telephone, and email therefore; the Client agrees to keep the Attorney informed of current contact information at all times. The email address the Client provides to the Attorney must be one for which only the Client is authorized to view the contents, to avoid waiving attorney/client privilege. The Client should be certain that email filters do not block emails from the Attorney and that the allowable size of incoming emails is sufficient to accept the Attorney's emails with attachments. It is important that the Client retains all communications including emails and attachments to emails. The Attorney provides such items to the Client as your copy of the Client's file.
- B. The Attorney retains many documents in electronic format only. These documents may be stored on a remote secure third-party server hosted through the internet ("the cloud"). If the Client requires any heightened security measures for the storage or transmission of electronic data, such as for government clearances, please notify the Attorney.
- C. The Client agrees to notify the Attorney immediately upon the termination of this Agreement if there are any documents the Client wishes the Attorney to resend to the Client. The Client understands that the Attorney will not retain the Client's file indefinitely. As such, after the termination of this Agreement, the Attorney may retain a copy of the Client's file electronically only for three years at which time it may be destroyed without further notice to the Client.

XI. PRIVACY POLICY

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

XII. ACCEPTANCE

I certify that I have carefully read all terms of the foregoing Agreement and understand all of its terms.

Any questions I had about the Agreement have been explained to me by an Attorney to my satisfaction. I agree to be bound by all terms of the foregoing Agreement and specifically to pay the \$35.00 monthly fee pursuant to this Agreement. I further understand that the Attorney does not currently represent me in any legal matter as a result of this Agreement. If legal representation is needed, I will immediately contact the Attorney who will then execute a new Agreement for legal representation.



Marc J. Victor, Esq
Attorneys For Freedom Law Firm

Date

Client/Member Name

Date

Client/Member Signature

Date