

TIA E. WERDELL, P.A.
ATTORNEY & COUNSELOR AT LAW
LIMITED SCOPE CLIENT-LAWYER AGREEMENT

This Agreement is made between Attorney and Client, as designated at the end of this Agreement.

1. **Nature of the Agreement:** This Agreement describes the relationship between Attorney and Client. Specifically, this Agreement defines:

- 1) The general nature of Client's case;
- 2) The responsibilities and control Client agrees to retain over the case;
- 3) The services that Client seeks from Attorney in her capacity as an attorney and counselor at law;
- 4) The limits of Attorney's responsibilities;
- 5) The immunity from civil liability granted to Attorney for services not provided by Attorney;
- 6) Methods to resolve disputes between Attorney and Client;
- 7) The method of payment by Client for services rendered by Attorney.

2. **Nature of Case:** Client is requesting services from Attorney in the following matter:

3. **Client Responsibilities and Control:** Client intends to handle his/her own case and **understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. No attorney can predict how a court will rule on any issue.** Furthermore, Client agrees to:

- 1) Cooperate with Attorney or office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- 2) Keep Attorney advised of Client's concerns and any information that is pertinent to Client's case;
- 3) Provide Attorney with copies of all correspondence to and from Client relevant to the case;
- 4) Keep all documents related to the case in a file for review by Attorney.

4. **Services Sought by Client:** Client seeks from Attorney:

- 1) _____ Legal advice office visits, telephone calls, fax, mail, and e-mail;
- 2) _____ Advice about availability of alternative means to resolving the dispute, including mediation, collaboration, cooperative, arbitration, "kitchen table";
- 3) _____ Evaluation of Client's self-diagnosis of the case and advising Client about legal rights;

- 4) ____ Guidance and procedural information for filing or serving documents;
- 5) ____ Review of correspondence and court documents;
- 6) ____ Prepare and/or suggest documents to be prepared;
- 7) ____ Factual investigation: contacting witnesses, public records searches, in-depth interview of Client;
- 8) ____ Legal research and analysis;
- 9) ____ Discovery: interrogatories, depositions, requests for document production;
- 10) ____ Planning for negotiations, including simulated role playing with Client;
- 11) ____ Planning for court appearances made by Client, including simulated role playing with Client;
- 12) ____ Trial preparation – help with examination of witnesses: directs, cross, rebuttal; evidentiary objections; exhibits; opening statement and closing arguments;
- 13) ____ Referring Client to other counsel, expert or professional;
- 14) ____ Counseling Client about appeal;
- 15) ____ Procedural assistance with an appeal and assisting with substantive legal argumentation in an appeal;
- 16) ____ Provide preventative planning and/or schedule legal check-ups;
- 17) ____ Other:

5. **Attorney's Responsibilities:** Attorney shall exercise due professional care and observe strict confidentiality in providing the services identified by a check mark in Paragraph 4 above. In providing these services, Attorney **SHALL NOT:**

- 1) **Represent, speak for, appear for, or sign papers** on Client's behalf;
- 2) Provide services in Paragraph 4 which are NOT identified by a check mark;
- 3) Make decisions for Client about **any** aspect of the case;
- 4) Be responsible for communications and legal services while on vacation or out of the office;
- 5) **Ever** go to Court for or on behalf of Client.

6. **Payment for Services:**

- 1) Hourly Fee: The current hourly fee charged by Attorney for Services under this Agreement is \$200.00 per hour. Attorney bills on the .10 (each 6 minutes) of the hour and all time is rounded up to the nearest tenth.

- 2) Method of Payment: Attorney's office takes the following credit cards: Visa, Master Card and Discover; cash; check. **Should Client dispute charge on credit card and/or stop payment on check, Client is aware that said actions are potentially criminally liable, and may be civilly liable for treble damages.**
- 3) When Payment is Due: **Immediately after the service**, unless a different fee arrangement is made in this section, clauses 4 and 5. For convenience, Client can provide credit card authorization to charge on Client's credit card as billed.
- 4) Payment from Retainer: Client may have option of setting up a deposit fund with Attorney, out of which payment for services may be made as they occur. If a retainer is established under this clause, Attorney shall e-mail/mail Client a billing statement summarizing the type of service performed, the costs and expenses incurred, and the current balance in the retainer after the appropriate deductions have been made. Client may optionally replenish the retainer or continue to draw the funds down as additional services are delivered. If the retainer becomes depleted, Client shall pay for additional services per hour (clauses 1 and 3), or by providing credit card authorization to charge Client's credit card the amount Client chooses to replenish the retainer.

7. Resolving Disputes Between Client and Attorney:

- 1) Notice and Negotiation: If any dispute between Client and Attorney arises under this Agreement, both Client and Attorney agree to meet confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolutions proceedings.
- 2) Mediation: If the dispute is not resolved through negotiations, Client and Attorney shall attempt, within fifteen (15) days of failed negotiations, mediation whose role will be to facilitate further negotiations within fifteen (15) days. Attorney and Client shall equally share the costs, provided that the payment of the costs and attorney's fees for mediation may also be mediated.
- 3) Arbitration: If mediation fails to produce a full settlement of the dispute satisfactory to both Client and Attorney then Client and Attorney agree to submit the dispute to binding arbitration under the rules of Civil Procedure and Florida Statutes under voluntary binding arbitration chapter 44. This arbitration must take place within sixty (60) days of the failure of mediation. Costs and Attorney's fees for arbitration and prior mediation may be awarded to the prevailing party. Mandatory Notice under Rule of Professional Conduct 4-1.5(i): **NOTICE: This agreement contains provisions requiring arbitration for fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitrations as the way to resolve fee disputes, you give up (waive) your right**

to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

- 4) Attorney's Fees: Should it be necessary to institute any legal action for the enforcement of payment of fees, Attorney shall be entitled to recover reasonable costs of collection, including reasonable attorney's fees related to said collection, and any interest accrued.

8. **Amendments and Additional Services**: This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this Agreement. If Client wishes to obtain additional services from Attorney, as defined in Paragraph 4, a photocopy of Paragraph 4 that clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement shall qualify as an amendment.

9. **Statement of Client's Understanding**: I have carefully read this Agreement and I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

- 1) ____ I have accurately described the nature of my case in Paragraph 2;
- 2) ____ I will remain in control of my case and assume responsibility for my case as described in Paragraph 3;
- 3) ____ The services I want Attorney to perform in my case are identified by check marks/"x"s in Paragraph 4. I take responsibility for all other aspects of my case;
- 4) ____ I accept the limitations on Attorney's responsibilities identified in Paragraph 5.
- 5) ____ Despite the best efforts of Attorney, I understand that I cannot predict how a court will rule on any issue, and I understand that Attorney cannot predict how a court will rule on any issue;
- 6) ____ I shall pay Attorney for services rendered as described in Paragraph 6;
- 7) ____ I will resolve any disputes I have with Attorney under this Agreement in the manner described in Paragraph 7;
- 8) ____ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 8;
- 9) ____ I acknowledge that I have the right to consult another independent Attorney to review this Agreement and to advise me on my rights as a Client before I sign this Agreement.

10. **Signatures and Date:**

Signed: _____

Dated: _____

Signed: _____

Dated: _____

Tia E. Werdell

CREDIT CARD AUTHORIZATION

PLEASE PRINT OUT AND COMPLETE THIS CHECK REQUEST FORM. CREDIT CARD WILL NOT BE RUN UNTIL 5 DAYS AFTER ATTORNEY BILL. IF CLIENT DISPUTES BILL, CLIENT MUST DISPUTE PRIOR TO CARD BEING CHARGED BY ATTORNEY'S OFFICE, THUS, WITHIN 5 DAYS. OTHERWISE, SHOULD CLIENT DISPUTE AFTER CREDIT CARD CHARGED THEN CLIENT COULD BE PROSECUTED FOR FRAUD AND/OR CIVIL LIABILITY FOR TREBLE DAMAGES.

Cardholder Name: _____

Signature: _____

Address: _____

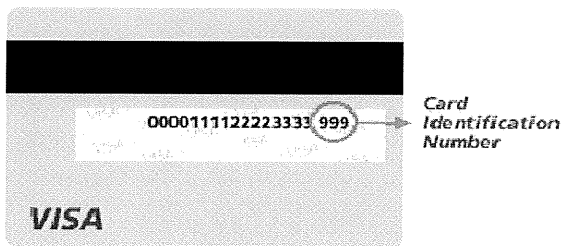
Credit Card Type: _____ VISA _____ MASTERCARD _____ DISCOVER

Credit Card Number: _____ - _____ - _____ - _____

Expiration Date: _____ / _____

Billing Zip Code: _____

Card Identification Number (last 3 digits located on the back of the credit card): _____



Amount Charged: \$_____ (USD)

Authorize payment of Invoice amounts: _____ (Initial)

Apply to retainer: \$_____

FAX or send the authorization to: Tia E. Werdell, e-mail Tia@werdellfamilylaw.com or fax 941-330-9900 with copy of Driver's License (only for first authorization)

ATTORNEY CLIENT PRIVILEGED

TIA E. WERDELL, P.A., 2831 Ringling Blvd., Ste. 112C, Sarasota, FL 34237; Tia@Werdellfamilylaw.com