

RETAINER AGREEMENT  
03/08/2022

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactive to 03/08/2022

3. CLIENT'S DUTIES. Client agrees to be truthful with Attorney and not to withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing information and documents necessary for the representation in the described matter.

Client agrees that Attorney's right to recover fees and costs from the Deposit or any subsequent deposit held in Attorney's Client Trust Account becomes fixed five (5) business days after the date a bill is sent to Client. Client authorizes Attorney to withdraw the funds from Attorney's Client Trust Account to pay Attorneys' fees and costs two (2) calendar days after the date a bill is sent to Client. If Attorney receives a written objection from Client within two (2) days of sending the bill, Attorney's right to recover the amount that is identified in the objection will be deemed to be disputed, and Attorney will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If attorney receives an objection from Client more than two (2) days after the date the bill is sent and after the funds have been withdrawn, Attorney shall not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute.

**5. HOURLY LEGAL FEES AGIST CLIENT'S GROSS COMPENSATION AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for legal personnel are as follow:

Partners/Associate \$495/hour

Coordinator / Legal Secretaries \$275/hour

Law Clerks \$180/hour

The rates on this schedule are subject to change on 30 days written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorney spends on telephone calls, emails and other electronic communications relating to Client's matter, including calls and emails with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Attorney will charge for waiting time and for travel time, both local and out of town.

Time is charged in minimum units of one-tenth (.1) of an hour.

(a) Client agrees to pay Attorney at the rate(s) listed above for legal services provided under this Agreement, provided that the gross amount paid to Attorney for any calendar month during the term of this Agreement is at least seven percent (7%) of Client's "gross compensation" (as defined in this Agreement) from all sources in the "entertainment and literary fields" paid for that month.

(b) Attorney fees for a particular matter are based upon a variety of factors, including, but not limited to the time spent, the novelty and difficult of the questions involved, the experience of the attorneys rendering the services, and time limitations imposed by you or by the circumstances of the matter. Attorney is also guided, but not controlled, in setting fees by the customary hourly rates of attorney and legal assistants for working on comparable matters in the Los Angeles, California area. These rates typically are adjusted annually.

(c) For the purposes of this Agreement, "Entertainment Industry" means all activities of Client in and in connection with the worldwide entertainment and amusement industries, including, but not limited to, as a singer, actor, author, writer, director, producer, composer, performer, musician, or owner of intellectual property of any kind, for exploitation in any and all media and by any means of exploitation, whether now known or hereafter devised, including, but not limited to, television programs and series, theatrical motion pictures, radio programs, audiovisual devices, computer-assisted and other electronic or optical media, books, records, music and other sound recordings, commercial endorsements, merchandising, commercial tie-ins, use of name, likeness and other personal identification, commercials, merchandising, touring, live stage performances, personal appearances, public appearances in places of amusement and entertainment, and other activities ordinarily associated with any of the foregoing.

(d) For purposes of this Agreement, "gross compensation" includes, without limitation, one hundred percent (100%) of all gross considerations of any kind or nature arising from Client's employment or activities in the entertainment and literary fields, including cash, salaries, advances, earnings, fees, royalties, residuals, repeat and/or rerun fees, gifts in lieu of compensation, and any form of payment in kind, bonuses, license fees, shares of profits, shares of stock, partnership interests, percentages and the total amount paid to Client for any record package, television or radio program (live or recorded), motion picture or other entertainment packages earned and received by Client or by Client's heirs, executors, administrators, or assigns, or any other person, firm, or corporation on Client's behalf, as compensation for Client activities in the entertainment and literary fields.

(e) With respect to stock, or the right to buy stock as compensation for services, or if Client become the owner or part owner of any part of an entertainment package or company, whether as an individual, with others, or as a business entity, Attorney will be entitled to her percentage share as either the cash equivalent of the interest or that percent of the interest. If Client is required to make any payment for an ownership interest as described in this Agreement, Attorney will pay her percentage share of that payment if she wants her percentage share of that interest.

(f) If any business entity in which Client has a direct or indirect interest receives any compensation for permitting or contracting for the use of Client's services, name, likeness or endorsement, this compensation will be considered "gross compensation" received by Client for purposes of this Agreement.

(g) If the scope of services is enlarged beyond that described in Clause 2, above and in Attorney's judgement a fee arrangement different from the foregoing would be appropriate, including requiring a deposit against her fee for services rendered and disbursements, Attorney and Client will discuss a separate fee arrangement for that work. Absent such a discussion, Attorney services will be charged as set forth above.

(h) Attorney contingent fees are payable immediately on payment to Client of gross compensation to which the fees pertain. Attorney may include in any agreement which Attorney negotiates on your behalf, to which contingent fees apply, a provision requiring the contingent fees be paid directly to Attorney on Client's behalf, simultaneously with payment to Client of gross compensation. Client must give Attorney an accounting within 15 days of the end of each month, and with each payment Client makes to Attorney, showing the basis of the payment. Attorney has the right to review Client calculation of gross compensation, the figures supporting the computation of Client's payments to Attorney from gross compensation, and any supporting documentation on which any contingent fee due Attorney was or could be made. These records include all tax returns, bank records, and individual tax returns. If Attorney so requests, Attorney will be able to review and audit the figures underlying the contingent fee computations.

#### 6. COSTS AND OTHER CHARGES.

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fee. The costs and expenses commonly include fees fixed by law or assessed by public agencies, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, translator/interpreter fees, investigation expenses and consultants' fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

In-Office photocopying: .10/page  
Facsimile charges: .10/page  
Mileage: .56/mile  
Other:

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of necessary out-of-town travel by Attorney's personnel. Client will also be charged fifty percent (50%) hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(d) Attorney will obtain Client's consent before incurring any costs in excess of US\$100.00.

**7. BILLING STATEMENTS / INTEREST CHARGES.** Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within 15 days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client requests, Attorney will provide one within 10 days. Statement for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Statement for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all billing statements rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

If a billing statement is not paid when due, interest will be charged on the principal balance (consisting of any unpaid fees, costs, and/or expenses) shown on the bill. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (ten percent [10%] per annum). The unpaid balance will bear interest until paid.

**8. CLIENT APPROVAL NECESSARY FOR SETTLEMENT.** Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

**10. CONCLUSION OF SERVICES.** When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's matter file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of five (5) years, after which Attorney is authorized by this Agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than five (5) years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

**11. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

**12. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE.** Pursuant to California Rule of Professional Conduct 1.4.2.(a), Sehgal Law PC is informing you in writing that Sehgal Law PC does not have professional liability insurance.

**13. NO TAX ADVICE.** Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph

2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

14.

(a) **ARBITRATION OF ALL DISPUTES INCLUDING CLAIMS OF MALPRACTICE.** Any dispute between the parties (Attorney and Client) regarding the construction, application or performance of any services under this Agreement, and any claim arising or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in paragraph 10(b) below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on

the other party. The parties shall appoint one (1) person at American Arbitration Association ("AAA") to hear and determine the dispute and dispute resolution shall be conducted pursuant to AAA rules. If the parties cannot agree on the selection of an arbitrator, then a party may petition the Superior Court of Los Angeles County and the procedures set forth in Code of Civil Procedure Section 1281.6 for Appointment of Arbitrators shall apply. The court will choose an impartial arbitrator and the court's decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The cost of the arbitration, excluding legal fees and costs, shall be borne by the losing party or in such proportion as the arbitrator shall decide. The parties shall bear their own legal fees and costs for all claims, or contract claims, or tort claims. The sole and exclusive venue for the arbitration and or any legal dispute, shall be Los Angeles County, California.

(b) **MANDATORY FEE ARBITRATION.** Notwithstanding subparagraph A above, in *any dispute over attorney's fees, costs or both* subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures, as set forth in California Business and Professions Code Sections 6200-6206 (the "Mandatory Fee Arbitration Act"). Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding, unless the parties agree in writing after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and request a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A. If either party rejects a non-binding fee arbitration award by timely submission of a request for trial de novo, Attorney and Client agree that in lieu of a trial de novo in court, the trial after arbitration shall be binding arbitration pursuant to the provisions set forth herein.

Because Each Party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

By Initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initially this provision or signing this Agreement.

Client Initial Here

Attorney Initial Here

15. **MEDIATION.** Attorney and Client agree to try to settle all disputes between them through private mediation before initiating any arbitration, litigation or other dispute resolution procedure. The disputes which are subject to mediation include without limitation the following: claims regarding the construction, application or performance of services, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and attorney's fees and costs. Any party to the agreement may initiate mediation through service of a written demand in person or by mail or, if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than sixty (60) days after the date of services of the initial notice, unless otherwise agreed by the parties and mediator. Each party shall bear its own fees and costs for the mediation. Under Evidence Code section 1129(a), Attorney is required to provide notice and have Client acknowledge certain confidentiality restrictions prior to participating in mediation. Attorney will provide Client with the Notice and Acknowledgement form.

16. **CONSENT TO USE OF E-MAIL AND CLOUD SERVICES.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, Attorney uses a cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter(s) stored through such a cloud-based service.

17. **CONFLICTS OF INTEREST.** Client understands that Attorney represents other parties in your industry (and may have certain ownership or participation interests in related business ventures), and that conflicts of interest may arise between Client and other clients of the firm. If Attorney is aware of any conflict, Attorney will promptly advise Client of the existence of the conflict, and will try to assist in resolving the conflict. If the conflict cannot be overcome, it may be necessary for Attorney to withdraw from representing Client with respect to the matter as to which the conflict exists, in which case Client may have to engage separate counsel.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

19. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by all parties hereto.

21. **REVIEW OF AGREEMENT BY INDEPENDENT COUNSEL.** If Client has questions about the legal effect of language in this agreement, Client's rights and obligations, or the legal or other consequences of signing this agreement, Attorney recommends that Client have another independent attorney review this agreement and advise client in that regard before Client signs.

**22. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.**

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CLIENT

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(345) 555-5555 ext.55

SEHGAL LAW PC

REENA SEHGAL, ESQ

