

**RETAINER AGREEMENT
FOR CLIENTS OF THE LAW OFFICES OF KAREN M. BROWN**

In certain cases, the Business and Professions Code mandates that there be a formal retainer agreement covering fee arrangements between client and attorney. This Retainer Agreement will become effective upon our receipt of the retainer fee and a copy of this agreement signed by you.

1. FEES. This will confirm that we are requesting a retainer fee of \$1,000 for preparation, of an Affidavit Re Real Property of Small Value ("Affidavit") and an Inventory and Appraisal ("Appraisal") for the real property owned by your brother David Bruce Leier. This retainer fee is paid to us for the purpose of assuring our availability in this matter. This retainer will be credited against the fees incurred.

Your fees will be based on our hourly rate, which is currently \$250. We estimate that our fees will be \$1,000 (4 hours at \$250 per hour). If, for any reason, it appears that our fees will exceed that amount, we will inform you immediately and provide you with a revised estimate.

You hereby agree that you will be responsible for paying all costs and fees for filing and recording the Affidavit and the Inventory and will promptly reimburse us for any other costs advanced by us or incurred by us on your behalf with respect to this matter.

We will keep you informed of time used for conferences, telephone calls, drafting documents, research, correspondence, travel time, court hearings, and any other legal services that may be required.

2. DISCHARGE OR WITHDRAWAL. You may discharge us at any time. We may withdraw from our representation at any time.

3. BILLING. We will bill you upon the completion of our services. You agree to pay any bill in full within 10 days after billing. Review your bills carefully, immediately upon receipt. Any objections you may have to our billing should be communicated to us within 20 days of the date on the bill.

We reserve the right to ask for reasonable advance payments to your account, and you agree to pay them on request. We also reserve the right to ask you for reasonable security for past due balances and you agree to provide it to us on request.

4. COSTS. "Costs" are our exact out-of-pocket expenses, such as filing fees, recording fees, postage, long-distance telephone charges, appraisers and accountants, except that the charge for photocopying will be at the rate of 10 cents per copy and the charge for travel mileage will be at the current rate for standard business mileage, as published by the IRS. Costs will be billed when they are incurred.

5. COMMUNICATION. We will keep you well informed as to the progress of this matter. We will send you copies of all correspondence and documents coming into or going out of our offices related to this matter. If no one is available when you telephone, your call will be returned promptly.

6. ARBITRATION OF DISPUTES. In the event a dispute arises between us regarding fees, costs or any other aspect of our attorney-client relationship, we will work with you to resolve the dispute. In the event a dispute arises which can not be resolved between us, you agree that such dispute shall be resolved by binding arbitration. You also have the right under the law to mandatory non-binding arbitration to take place before binding arbitration. If you ask for non-binding arbitration and you or we are unhappy with the result, it will be followed by binding arbitration. We are both giving up our right to trial by a judge or jury. The prevailing party in any arbitration or other litigation between us will be entitled to reasonable attorney's fees and costs. Any litigation or arbitration between us will take place in Los Angeles County and California law will apply.

7. DISCLAIMER OF GUARANTY. Although we may offer an opinion about possible results regarding the subject matter of this agreement, and although we will make every effort to handle this matter promptly and efficiently according to the highest legal and ethical standards, you acknowledge that we have made no promises about the outcome and that any opinion offered by us in the future will not constitute a guaranty.

8. PROFESSIONAL LIABILITY INSURANCE. This office is covered by professional liability insurance.

We thank you for entrusting your legal affairs to us and look forward to a mutually beneficial relationship.

If the foregoing terms and conditions of our representation of you are acceptable, please sign and date this agreement and return it to us together with a check in the amount of \$1,000. Please retain a copy for your records.

Of course, if you have any questions, comments or suggestions regarding this agreement, or in any way related to your legal representation, please give us a call.

Date: November 20, 2017
Law Offices of Karen M. Brown

By:

Karen M. Brown

I understand and agree to the foregoing and acknowledge that I have received a copy of this agreement.

Patrick D. Leiter