

GREENBAUM LAW GROUP, LLP

1271 Avenue of the Americas, 43rd Floor
New York, NY 10020
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(800) 519-0562
Fax: (888) 760-7210

HOURLY FEE RETAINER AGREEMENT

THIS AGREEMENT is made on _____, 201_ at New York, NY between GREENBAUM LAW GROUP, LLP (hereinafter "Attorney") and _____, (hereinafter "Client) to pursue a claim arising from _____.

Attorney agrees to take such steps in said matters deemed by Attorney to be advisable, including instituting appropriate legal proceedings. Attorney may negotiate settlement or compromise, but no settlement or compromise shall be made without the approval of the Client.

It is agreed that fees for legal services rendered will be charged and paid at the then prevailing rate set by Attorney per billable legal hour for services rendered. A schedule of current rates is attached hereto. Attorney's rates are subject to change. All court or litigation fees or costs, investigation, computer-assisted legal research (i.e. Lexis, etc.) and trial preparation expenses, photocopy and postage expenses, if any, will be billed to the Client. Client agrees to pay billings within (10) days of the billing date.

Attorney has received from Client a Costs/Billing Retainer in the amount of \$1,500.00 to be deposited to Attorney's General Operating Account. Attorney shall bill time and expenses monthly against the Billing Retainer until depleted, at which time Client will pay billings as herein agreed. Any sanctions granted against an opposing party or counsel shall be entirely retained by Attorney with credit to Client.

Attorney has received from Client a Trust Retainer in the amount of \$2,500.00 to be deposited in Attorney's Client Trust Account. Client agrees that Attorney may maintain the above-stated retainer amount in trust at all times. Upon payment of the final billing, Client shall be reimbursed any balance of their retainer held in the Trust Account. Should Client fail to pay any billing within ten (10) days of billing date, Attorney is authorized to deduct amounts then due from the Trust Funds deposited and apply such amounts against Client's bill. In such event Attorney will have the right to withdraw from further representation at his discretion.

Arbitration of Disputes – Client has the right to preliminarily arbitrate a fee matter only pursuant to Part 137 of the Rules of the Chief Administrator of the Courts . Such fee arbitration shall not pertain to any matter other than fee claims. Should any dispute ever arise over Attorneys' services, Client agrees to resolve any and all other issues through binding arbitration before a retired New York Court Judge, or other arbitrator who has expertise, as the parties may agree, at and through Judicial Arbitration and Mediation Services (JAMS). Any such Arbitration shall be held in New York, NY. Any Discovery shall be subject to the JAMS Comprehensive Arbitration Rules but either party may request the Arbitrator to limit the amount or scope of such discovery to balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

To the extent of Attorney's fee interest, Attorney is shall have a lien and security interest on Client's claims, causes of action, any proceeds, and any judgments thereunder and Client expressly assigns that fee interest to Attorney. It is agreed that Attorney may retain its' share from the amounts finally received by settlement, suit or otherwise, for services and disbursements furnished by Attorney on any matter Attorney is handling for Client. To expedite clearing of settlement or payments, Client authorizes Attorney to endorse Client's name to all proceeds checks but only for deposit to Attorney's Client Trust Account. If more than one matter is being handled, Attorney may offset amounts owed to related matters.

Client may terminate Attorney, subject to Attorney's lien and claim for fees in accordance with applicable law and the Rules of Professional Conduct. In the event Attorney determines it does not wish to continue pursuing Client's claims or causes of action on hourly fee basis, Attorney may withdraw at any time upon giving 10 days written notice to Client at Client's last known address.

GREENBAUM LAW GROUP, LLP

Client: _____

By: _____

By: _____

GREENBAUM LAW GROUP, LLP

Attorneys

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Hourly Fees as of Date of Retainer (Schedule of fees subject to change on notice)

	<u>Per Hour</u>
MARTIN B. GREENBAUM	\$450
OTHER PARTNERS	\$360-\$450
ASSOCIATE ATTORNEYS	\$275 - \$360
LEGAL ASSISTANTS	\$95 - \$195
LEGAL SUPPORT STAFF	\$75 - \$95
CLERICAL	\$55- \$75