



RETAINER AGREEMENT

Client Name (first, middle initial, last): Keith Brent Duncan

Payor Name (first, middle initial, last; if different): _____

Client Mailing Address: 10800 Alpharetta Hwy Suite 208-409 Roswell, GA 30076

Client or Payor Residence Address (if different): _____

By providing at least 2 authorized methods of contact, you agree that we may use the contact methods to reach you. We do not use your contact information for any purpose other than your representation and to make you aware of future services of our firm. KBD Initials.

Client Home Phone: 770-490-0449

Client Alt Phone: _____

Client Email Address: builtbykeith@gmail.com

1. IDENTIFICATION OF PARTIES:

THE LAW FIRM refers to Terani Law Corporation; THE ATTORNEY refers to the Licensed Attorney authorized or licensed to practice law in the jurisdiction where the representation will take place who is assigned this matter as lead counsel by the LAW FIRM;

THE CLIENT refers to Keith Brent Duncan, the person for whose benefit and counsel the LAW FIRM is providing the services herein;

THE PAYOR(s) refer(s) to _____, the person(s) who have/has paid the retainer fee on client's behalf; THE PAYOR(s) acknowledge(s) that as required by law, the attorney/client relationship will only exist between the Law Firm and the Client, and that the Payor(s) will have no right to information regarding the representation of Client by Law Firm, and have no right to control or direct the Law Firm in providing the services under this agreement unless approved in writing by Client. KBD Initials.

2. FLAT FEE REFUNDABLE RETAINER: Client is paying a set, flat legal fee for all the services to be performed under this agreement. Client (and Payors) understand that the legal fees charged are not set by law. The legal fee set in this matter has been freely negotiated, based upon an evaluation of the facts currently known and the complexity of the matter at the time of retention. Some cases may prove to be more complex than expected while other cases may prove to be less complex. The Law Firm will not be entitled to increase the amount of attorneys' fees payable for the work performed, unless client is charged with additional unrelated offenses or charges of greater severity are added to those described below, or the Client's prior record is not fully described below. Client understands and agrees that Client will not be entitled to a refund or reduction in the legal fees paid if the case turns out to be less complex, one or more charges are dropped, reduced or dismissed, or the case is advantageously settled at an early stage of the proceedings, or prior to filing. Client understands that the legal fees paid to Law Firm are fully earned when the services to be performed are completed or the matter is resolved, settled or dismissed, regardless of when those events occur. Client has the right to terminate the attorney-client relationship for any reason. If, at the time of discharge, attorney has not substantially performed and completed the work contemplated under this agreement, the Law Firm will issue a refund, directly to the Payor of the legal fees, of any unearned portion of the legal fee. The unearned portion of the legal fee is determined by multiplying the number of hours spent by the Law Firm on the Client's matter by reasonable hourly rates for work performed, and subtracting that amount from the legal fees paid. KBD Initials.

T: (888) 3-USA-LAW
D: (888) 944-8844
F: (888) 333-1683

3. **LEGAL SERVICES TO BE PROVIDED:** Law Firm will represent client in the following matter:

JURISDICTION: Georgia

CHARGES: Client convicted of Stalking. Law Firm is hired to evaluate Client's conviction and sentence and determine what legal recourses, if any, are available to Client to reduce/modify/appeal his conviction/sentence. Law Firm is to provide a legal memorandum outlining the evaluation.

Type of Case (select one):

- Entire Felony Case
- Felony, No Trial
- Entire Misdemeanor Case
- Misdemeanor, No Trial
- Misdemeanor Probation Violation
- Felony Probation Violation
- Felony Parole Violation
- DMV Hearing/Administrative Hearing
- Federal Court
- Special Appearance
- Appeal-State Court
- Appeal-Federal Court
- Writ of Habeas Corpus
- Evaluation (Research & Investigation)
- Pre-Arrest Investigation (No Court Hearings)
- Professional License Defense
- Juvenile Court
- Expungement, If Possible
- Other (Legal Memorandum)

Specify Client's Prior Record: None

Initials. ^{DS}
KBD

State Where Legal Services To Be Performed: GA

Amount of Retainer \$ 2,500.00

Initials. ^{DS}
KBD

4. **OUTCOME:** Client and Payor understand and accept that there is no guarantee of the outcome of the matter. The Law Firm has given no guarantee. Any opinion offered by the Law Firm, its staff attorneys, about the matter is solely an opinion, and is based on the available facts at the time the opinion was given. KBD Initials.

5. **SCOPE OF RETAINER (select one):**

ENTIRE CASE RETAINER: In order to assure the Law Firm's commitment to represent the client through the entire legal proceedings through judgment of the court, without the risk of additional fees, client elects to retain the Law Firm for the entire case for the charges listed in Section 3. The entire case is concluded once the Client has been sentenced. Unless the court orders a retrial of the case following a mistrial or motion for new trial, or the Client wishes to appeal the judgment of the court, the client will not have to pay any additional attorneys fees. Initials.

PORTRION OF CASE: In order to lower the cost of legal services, the client elects to retain the firm only for a portion of the case. This retainer fee will not cover the entirety of the legal matter if it cannot be resolved during the specified portion of the case covered by the retainer. The Law Firm will use its best efforts to resolve the matter within the specified portion of the case, but circumstances beyond our control may prevent this. If the case is not resolved within the specified period, the Law Firm is entitled to withdraw from representation unless a retainer is paid for further stages of the case. Client has the right to select either a portion of case retainer or an entire case retainer when retaining Law Firm, unless circumstances beyond our control or Client's prevent this. KBD Initials.

DocuSign Envelope ID: 4D4AAD43-C022-4452-9A14-367F62335435

6. LEGAL SERVICES SPECIFICALLY EXCLUDED:

Legal Services that are excluded under this agreement specifically include, but are not limited to, the following: Representation following a mistrial or granting a motion for new trial, appellate work, work on any petition for an extraordinary writ, or petitions for superior review, civil remedies, filing any notice of government claim, motions for return of property, administrative and driver's license hearings, status hearings, sentencing hearings in this case, expungement, civil forfeitures, recharging of this case if the case is dismissed and then recharged, and representation in any other case (including cases related to the facts of this case), unless these services are mentioned in paragraph 3, above; If Client wishes that Law Firm provide any legal services excluded under this agreement, a separate written agreement as provided in the "Modification" section below will be required. EDD Initials.

7. RESPONSIBILITIES OF THE LAW FIRM AND CLIENT; INSURANCE: Law Firm will perform the legal services called for under this agreement. Law Firm will keep client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful with attorneys, cooperate with Law Firm's requests for information and documents, appear at hearings and meetings when requested and cooperate reasonably with Law Firm, keep Law Firm informed of any developments, and of their contact information including address, telephone numbers, email addresses, and whereabouts (including any change in custody status), and will timely make the payments required under this agreement. Law Firm will assign one or more attorneys to the matter who are licensed to practice law in the jurisdiction in which the charges are pending or threatened, or will apply to the court for permission to appear on Client's behalf on a pro hac vice basis, as necessary and appropriate. Client is advised that Law Firm does not maintain legal malpractice insurance for the services being performed. Client agrees to provide Law Firm with a private and secure email address for communication. Client understands and agrees that it is Client's responsibility to maintain the privacy of any email account Client uses to communicate with Law Firm, so as to protect the attorney-client privilege and the confidentiality of communications between attorney and client. EDD Initials.

8. COSTS: Costs are considered as any money that may be paid to other organizations besides Law Firm. Costs may include, but are not limited to, fees charged by government agencies for copies of police reports and discovery, fees and expenses for expert witnesses and investigators, court reporter fees, filing fees, process server fees, messenger and overnight delivery fees, photocopying expenses and long distances charges. Costs are not included in the retainer fee mentioned above and Client/Payor will pay all costs in connection with Law Firm's representation of Client. If Client/Payor wishes, the Law Firm will place a deposit paid by Client/Payor toward these fees and expenses in a trust account in accordance with the laws of the jurisdiction where the legal services are to be provided, and will provide the Client/Payor with a statement of the use of these funds as necessary, and will return any unspent funds at the close of representation to the person(s) who paid them. EDD Initials.

9. ATTORNEYS: Law Firm does not raise or lower the legal fees it charges based on the employment status of the attorney assigned as lead counsel to Client's legal matter. Law Firm maintains supervision of Client's legal matter and is responsible for carrying out the representation regardless of the lead attorney assigned to Client's legal matter. Law Firm may have more than one attorney work on Client's case at no additional fee to Client. Law Firm may in some cases divide a portion of the Client's retainer fee with other attorneys, with the Law Firm retaining the majority of the fee and Client consents to the division of fees between the Law Firm and any other attorney(s). President of the Law Firm is licensed to practice law in California only and the Client's legal matter will be assigned to an attorney who has a contractual relationship with, or is of counsel to, the Terani Law Firm and who is licensed in the jurisdiction in which the Client's matter is threatened or pending. Law Firm will assign the Client's legal matter to the attorney whom the firm believes is best suited to handle the matter. If the Client and the Law Firm agree that it is in the Client's best interest to assign the matter to a different attorney, the Law Firm will do so. EDD Initials.

10. CASE MANAGERS: Client and Payor understand that the Case Manager is a paralegal or legal assistant, and unless otherwise specified in writing, the Client's Case Manager is not licensed to practice law. EDD Initials.

11. COUNTERPARTS: The Parties may execute this Agreement in two or more counterparts, and/or via facsimile, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original of this Agreement as against any Party who has signed it. EDD Initials.

DocuSign Envelope ID: 4D4AAD43-C022-4452-9A14-367F62335435

12. MISCELLANEOUS TERMS:

MODIFICATION: Modifications of this agreement MUST BE IN WRITING and signed by the Law Firm, on either a new version of this form or on the Law Firm's stationary. Client and Payor acknowledge that any promise or offer to provide services made orally or in writing will not be binding on the Law Firm unless this requirement is met.

JURISDICTION: The proper venue for any action arising under this agreement shall be the county in which the Law Firm's main office is located in the State in which the matter arises.

JURISDICTIONAL LIMITS: At least one equity owner or of counsel attorney is licensed or authorized to practice in the Jurisdiction of the Client's matter. The representation will be assigned only to attorneys licensed or authorized to practice in the Jurisdiction and is subject to the jurisdiction's rules of court and rules of professional responsibility. EBD Initials.

Payment Terms: Retainer Received:.....\$ 2,500.00

Payment Details:

Date: Feb 13, 2014

Amt: \$ 2,500.00

Card Number: _____

Exp: _____ CCV: _____

Billing Address for the Credit/Debit Card: Agreement contingent on first meeting results. Otherwise No agreement no

Money Wire: ____ Bank Deposit: ____

I authorize the Law Firm to charge this card again for the amount(s) of the payment(s) on the due date(s) above.

ACCEPTED AND AGREED

Although any information shared with the Law Firm remains confidential, this retainer relationship will not commence until the retainer is signed as accepted by the Law Firm.

TERANI LAW CORPORATION,
A Professional Corporation

By: _____
Name:
Its:

Date: _____

Keith Brent Duncan

Name of Client

DocuSigned by:

Keith Brent Duncan

Client Signature

2/13/2014

Date

Name of Payor (If Different than Client)

Payor's Signature

Date

DocuSign Envelope ID: 4D4AAD43-C022-4452-9A14-367F62335435



AUTHORIZATION TO RELEASE INFORMATION

I, Keith Brent Duncan, hereby authorize and direct all persons in possession of any information and/or records pertaining to or containing information regarding my, MEDICAL, PSYCHOLOGICAL, FINANCIAL, PERSONAL, and/or LEGAL history, including POLICE REPORTS, to release such information to my attorneys, Terani Law Corporation. I may revoke this authorization at any time.

X DocuSigned by:
Keith Brent Duncan
F11FEC20CCBM83...

Date: 2/13/2014

Client's Date of Birth: Aug 15, 1958

Client's Driver License No & State Issued: GA

By Agreement Contingent on Meeting First.
(if other than client)

Relationship to Client: _____

T: (888) 3-USA-LAW
D: (888) 944-8844
F: (888) 333-1683

Page 5 of 5
Retainer Agreement rev. 6.13
