

REPRESENTATION AGREEMENT BETWEEN
JORDAN REILLY & ASSOCIATES, LLC AND

The purpose of this Agreement is to set forth the terms upon which Jordan Reilly & Associates, LLC (hereinafter "Counsel"), agrees to represent you, the Client, in order to establish and maintain a mutual understanding of the goals and respective responsibilities of the parties. It is expressly understood that Counsel is engaged to act as counsel for you, the Client, and for no one else.

Our firm bills based on a split rate. The current rates are \$375.00 per hour for Ms. Reilly and \$285.00 for all other staff members with the smallest billing increment being 0.1 or one tenth of an hour (6 minutes). The **minimum-initial retainer** for the above-described representation is _____.¹ Our office does not represent you until the minimum retainer is paid in full. You will be required to maintain a refundable trust balance at all times during this litigation. The required trust balance will be determined based on the number of projected hours expected in your case but will never be less than \$1,000.00. You, the Client, are responsible to pay any filing fees and any costs in advance. You will be billed monthly, and your retainer will be reduced by the amount billed each month.

It is impossible to determine in advance the amount of time that will be required to complete your case. We shall use our best judgment to determine the amount of time, who is to perform the work, and the nature of the services to be performed in your best interest. You hereby acknowledge that there are certain situations beyond our control which may well delay the prosecution of your case. We will keep you as fully informed as possible of all the time devoted to your case.

NEVER ASSUME THAT WE HAVE RECEIVED NOTICE OF COURT HEARINGS OR PROCEEDINGS RELATED TO YOUR CASE.

As your attorneys we are required to appear at hearings as scheduled, to keep you informed as to the progress of your case, to behave in a professional and ethical manner, and to serve your needs to the best of our abilities. If we fail in these duties, you have the right to terminate this engagement at any time, subject to the payment of any final billings. If you discharge Jordan Reilly & Associates, LLC, you agree to be responsible for a prompt substitution of counsel or an entry of appearance *pro se*. If Jordan Reilly & Associates, LLC is forced to litigate a withdrawal of appearance in your case you agree to be responsible for the legal fees and costs associated with the withdrawal of appearance.

¹ **Retainer**- the advance payment to an attorney for services to be performed, intended to ensure that the lawyer will represent the Client and that the lawyer will be paid at least that amount. Commonly in matters which will involve extensive work there will be a retainer agreement signed by the attorney and the Client. Further payments for services can be expected as the time spent on the legal matter increase

Conversely, Counsel reserves the right to withdraw from the engagement and from representation if the Client fails to cooperate in his or her own case, fails to communicate with the firm, misrepresents material facts, is abusive or threatening, or requests Jordan Reilly and Associates, LLC to take a position or any action that, in our good faith opinion, would violate the Pennsylvania Rules of Professional Responsibility or is not in the best interest of minor children.

Upon termination by either party any unbillable balance will be returned to the Client per the terms outlined below. In the event that we are required to institute legal action for collection of unpaid fees or costs, you hereby acknowledge that we will have the right to receive such reasonable attorneys' fees and costs involved in bringing such action; and you agree to pay such costs and fees in addition to any outstanding balances on your invoices. Counsel also reserves the right to, at any time, reinstate any items previously unbilled or marked non-billable and to revoke any previously granted discounts or credits given to the Client.

You acknowledge that we have made NO GUARANTEES as to the disposition of any phase of this matter or matters for which we have been employed, as all statements made by us are our opinions and ONLY opinions.

If you, the Client, were referred to our firm by another attorney or are referred to another attorney outside of our firm, you acknowledge that you are aware that Jordan Reilly & Associates, LLC pays and receives referral fees from other attorneys. The standard referral fee paid and received by our firm is 20%. This is a payment made directly between attorneys and you will not be billed for any portion of the referral fee.

ACKNOWLEDGEMENT OF BILLING POLICY

1. The Clients will be billed a minimum of .1 hours (6 minutes) for all work including but not limited to communication with the Client, third parties, the Court, Court staff, opposing counsel, and/or opposing parties. Examples of such work include but are not limited to:
 - a. Emails/Text
 - b. Correspondence
 - c. Drafting/Filing
 - d. Meetings/Negotiations
 - e. Litigation/Preparation
 - f. Receipt/Review
2. All Court appearances are billed at a minimum of 2 hours. All meetings and conferences, including phone conferences, are billed at a minimum of 1 hour. Please note that many calendar events may be billed for not only the actual time but also any preparation required prior to said calendar event.
3. **Counsel reserves the right to withdraw from any case where the Client does not maintain a trust balance equal to or greater than the estimated cost of up-coming litigation and preparation, therefore. Court dates will not be held open on Counsel's calendar and no guarantee of representation will be made unless or until the Client's retainer balance is equal to or greater than the projected costs of litigation.**

4. We reserve the right to add an hourly surcharge to expedited/emergency work. The Client will be made aware of the surcharge and the amount thereof prior to the commencement of the work.
5. If the time, cost, and expense charges exceed the amount of original trust payment, you will receive additional bills.
6. **All invoices are due upon receipt and all invoices must be paid no later than 10 days from the invoice date.** We work on a pre-paid basis for our services and cannot advance costs or fees, therefore, upon exhaustion of your initial retainer you, the Client will be asked to maintain an ongoing, refundable retainer balance against which costs and legal fees will be billed.
7. **If, at any time your trust balance is exhausted, all work will cease until a payment of an amount equal to the expected costs and hours is made to your trust account. This minimum trust balance may be increased based on the projected hours and costs remaining to continue or complete representation.**
8. Please note that an invoice provided on a given date may not include all work performed up to that date. We reserve the right to include billing for previously unbilled past work in future invoices. Any items marked non-billable on an invoice are so marked as a courtesy to the Client and may, at the sole discretion of the attorney be added back on to future invoices.
9. Once services are engaged, The Client recognizes that they are contractually bound to Jordan Reilly & Associates, LLC for their entire fee. All fees billed must be paid in full and, once billed, are non-refundable. The Client understands that fees paid through the use of a debit card, credit card, or other electronic means cannot be revoked or reversed in any manner after legal services are performed.
10. **Failure to contact Counsel upon request for payment and/or request to incur costs or replenish the agreed-upon minimum retainer within 10 days of said request will be deemed a termination of the attorney the Client relationship. It is the Client's sole responsibility to ensure that their Trust account balance does not drop below the required minimum retainer.**
11. Upon termination of the attorney/client relationship by either party, any unbillable balance will be returned to the Client per the terms outlined below. In the event we are required to institute any legal action for collection of fees or costs due to us for services, you hereby acknowledge that we will have a right to receive reasonable attorney fees and costs involved in bringing such action; and you agree to pay such costs and fees in addition to any outstanding balances on your bills. Counsel also reserves the right to, at any time, reinstate any items previously unbilled or marked non-billable and to revoke any previously granted discounts or credits given.
12. **Refunds will be paid within 30 days of either the entry of appearance of replacement counsel or the entry of appearance *pro se* of the Client. The attorney/client relationship is not considered terminated until such time as the Court enters an Order granting**

counsel's withdrawal of appearance, the filing of an entry of appearance of replacement counsel or the filing of an entry of appearance *pro se* of the Client. You, the Client, agree that you will make payment, upon demand, for any work performed on your behalf unless or until the attorney/client relationship has been formally terminated by the Court in the manner outlined above. If the Client executes and Entry of Appearance *Pro Se* upon retaining Jordan Reilly, and Associates, LLC., the Client agrees that said Entry may be filed by counsel upon notice of termination by either the Client or attorney.

13. The Client is responsible for ensuring that any payment plans or subscription billing plans are paid on time as agreed. In the event that an automatic payment fails, the Client is aware and agrees that the payment will continue to be charged by the system unless or until paid.
14. **The Client agrees that any sums received as full or partial settlement, advance payment, as a result of the sale of any marital assets including but not limited to the marital residence, or as a result of a Court Order must be made payable to and or endorsed over to Jordan Reilly and Associates, LLC for payment of any outstanding balance for legal fees due or to replenish the required trust balance at the time of receipt. If no legal fees are due and the minimum retainer is already being held all monies will be paid to the Client promptly upon request of the Client.**

By signing this four page document, you are stating that you were given an opportunity to review this document at length, that you understand these policies, that, if you had any questions about anything in this document, you were able to ask those questions and that they were answered to your satisfaction, and that you agree to all of the terms listed above.

Date: _____

By: _____
Client Signature

Date: _____

By: _____
Jordan Kelleher Reilly, Esquire
JORDAN REILLY & Associates, LLC