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Retainer Agreement for Legal Collections

Dear _____:

Thank you for your confidence in selecting the Xie Law Offices, LLC (the “Firm”) as your attorney and counsel with respect to collection services against _____ (hereinafter “the debtor”). You have indicated that the debtor is indebted to you for at least \$ _____.

The State Bar of Georgia encourages clients and their attorneys to enter written fee agreements to allow both parties to understand their expectations, rights, and obligations with respect to the relationship. We discussed the Firm’s representation of you. We explained to you all services of the Firm and your duties to the Firm as well as strategy options—suit to enforce debt and collection

SCOPE OF LEGAL REPRESENTATION AND SERVICES

The Firm will represent you with respect to legal issues concerning an open account/breach of contract suit against the debtor if this debtor is subject to the jurisdiction and venue of a court of general jurisdiction in Georgia. Tim Burson will be your primary counsel, but other Firm attorneys (including independent contractors), and support staff may assist in your case at Tim’s direction and under his supervision in accordance with their experience, and qualifications. The Firm is your attorney. Tim Burson is an employee of the Firm.

The Firm’s representation preparing and filing an open account breach of contract suit against this debtor to enforce the indebtedness owed to you. A second part of the Firm’s services will be collection efforts against from the debtor. Unless otherwise agreed, this agreement does not involve recovering other assets and property interests to which you may have a claim.

Lawyer Duties

1. The primary duty of the Firm will be to represent you in the collection suit against the debtor for the amounts owed for unpaid rent and related lawful charges. If there is a defense or counterclaim on behalf, we will discuss additional duties and representation. Once there is a judgement we have agreed to pursue collection for a minimum % of recovery with you paying all costs incurred to collect (see section below on fees).

2. The Firm's initial duties end upon entry of a final court order, mediation agreement you accept, arbitration award, or executed settlement agreement. This Agreement will apply only to work to be performed by the Firm at the trial or pre-trial level. Except for the collection services referenced above--if you wish to appeal any result or if any other party appeals or seeks other review after completion of the trial, mediation, arbitration or settlement, we have to mutually reach a new agreement.

No Guarantee of Success or Result

3. Judges and jurists have great discretion in these matters. The Firm cannot and does not guarantee or warranty any result, ruling, finding, or decision.

Representation By The Firm

4. In accordance with the terms of this Agreement, any lawyer in the Firm or retained on its behalf may be involved in your case. Tim Burson will be in charge of managing your case. You may communicate with the attorney in charge or with any other lawyers who may be handling your case. *You need to limit consultation of your case to your attorneys to preserve the attorney-client privilege.*

Termination of Agreement

5 (a) You may terminate the attorney client relationship at any time for any reason. You owe all fees incurred before any termination.

5. (b) If you do not pay the Firm's invoices or expenses within 14 days, the Firm has the right to withdraw as your lawyer-subject to any permission required by any Court where an action is pending.

5. (c) If the defendant files an answer, or counterclaim or affirmative defense and we do not reach a further agreement acceptable to the Firm for compensation for our time in further pursuit of a judgment for you--the Firm has the right to withdraw as your lawyer-subject to any permission required by any Court where an action is pending.

5 (d) The Firm may also ask permission to withdraw as your lawyer:

- 1) if you insist that we do something illegal;
- 2) if you do not follow our advice;
- 3) if you do not answer our phone calls or correspondence;
- 4) if you are not cooperative with us;
- 5) if you tell a lie under oath or tell us that you will do so; or
- 6) for other good or valid reasons.

Client Obligations

6. You must cooperate fully with the Firm. You must communicate with us on a regular basis. You must tell us your information that is relevant to the issues.

7. Completing your case may require you to appear in court—multiple times for multiple days. You will be required to answer both verbal and written questions within the time set by the court rules. Your failure to cooperate in litigation could result in the Firm’s withdrawal as well as an adverse decision.

Fees for Legal Services and Expenses, Service Charges and Interest for Late Payments

8. The Firm cannot predict the amount of time that will be spent on your case or the expense that will be incurred in your case because of many possible case variables including conferences with you or opposing counsel/parties, court conferences, hearings. New facts, discovery, investigation, document review and analysis, the number of adverse parties, aggressive tactics by other adversaries, or other case issues.

- (a) **Flat Fee Retainer.** The Firm is charging you a non-refundable flat fee of \$750, plus all costs to file and attempt to serve the debtor(s) with a suit to enforce indebtedness owed to you. The Firm will begin work on your case upon payment of \$750. Please pay with cash, money orders or checks—made payable to The Xie Law Office LLC.

This amount will be placed in the Firm’s trust account and will pay the Firm for the flat fee and expenses incurred from that retainer sum after sending you an invoice for services itemized and expenses incurred on your case at our hourly rates. You must remit payment for expenses identified within 14 days.

You agree to pay a service fee of \$50 per month for each invoice that is not paid within 30 days. (Example if you do not pay for expenses incurred for two consecutive months, you owe a service fee of \$100 in addition to the flat fee paid initially).

- (b) Even though you are paying a flat fee and contingency fees based your recovery, you will receive invoices that detail expenses you must pay as well as our services rendered in minimum ten-minute increments detailing the following values:

Tim Burson time: \$385 per hour; Other Firm members: \$385 per hour; associated lawyers: \$350 per hour; Legal Assistant/Paralegal: \$150 per hour; Law clerk: \$175 per hour; Legal research computer: \$90.00 per hour; other specialized equipment: \$80 per hour. All phone calls, emails, text messages, faxes or other correspondence, no matter how brief, are otherwise valued at the hourly rate for the time required for the correspondence.

- c) You must pay any fees due and expenses within 14 days of the date of your receipt of the invoice bill. If you do not, you must pay interest on the sum due at 18% per annum after 30 days, plus any applicable service charge fee for late payment.

These hourly values are subject to periodic increases upon 60 days’ notice.

- (c) **Contingency Fee.** Once there is a judgment, we have agreed to attempt collection from him initially for 25% of the amounts paid/collected to/for you plus all costs and expenses. Other than postage, parking and other incidental expenses—we will advise

and obtain your approval of potential expense, including but not limited to garnishments, levies, deposition, subpoena, investigation sources, etc.

If we decide that the collection is difficult—we may ask that you increase the contingent percentage up to 50%.

The Firm reserves the unilateral right to discontinue collection services at any time for any reason—including, but not limited to a completely subjective belief or perception on behalf of the Firm that the recovery obtained will not be equal to or more than the value of the services required to obtain the recovery.

- (d) **Final Bill and Collection Fees** If there are fees and/or expenses incurred in excess of the flat fee, you will owe the full balance due as detailed on the Firm's final invoice designated as such within 30 days from its date.
- (e) You agree to pay attorney's fees for the collection of amounts due more than 30 days at the rate of 15 percent for the first \$500 due plus 10 percent of amounts due greater than \$500.

9. In addition to the flat fee and contingency percentage and costs and expenses, we may charge you to reflect some or all of the following factors: (a) The actual time to provide services for the novelty and difficulty of the questions and issues involved, and the skill necessary to perform the legal services properly. (b) The extent to which taking your case and providing services for you necessitates or requires the Firm to refuse or other employment or divert the time and attention for your tasks from other clients. (c) Fees customarily charged in this locality for similar legal services. (d) The amount at issue and the results obtained. (e) The time limitations imposed by either you or the circumstances of your case. (f) The nature of our experience, reputation, and abilities as lawyers in litigation matters.

You have the right to question the propriety of any item detailed in an invoice with each party to this Agreement reserving the right to challenge or support questions about the appropriateness of the subject item challenged. If legal fees are adjusted, a written statement giving the basis for such an adjustment will be provided to you upon request. If you do not dispute an item detailed in an invoice within 30 days, you agree to the description and propriety of the charge and agree to pay the amount set forth in the bill.

Additional Fees

10. If you need any of the following services, our firm will supply any or all for an additional fee, which fee you and the Firm must agree upon in writing prior to the commencement of work on other matter(s):

- (a) Real estate closings; (b) Municipal court actions; (c) Drafting of powers of attorney, wills, or trusts; (d) Any action directly against family corporation(s) and/or stockholders or directors; (e) Defense of creditors' actions or mortgage foreclosure actions; (f) breach of contract proceedings, (g) debt collection; or (h) Any other legal proceeding is brought for resolution.

11. You must pay any experts retained by the Firm on your behalf. Before experts are retained, we will advise you. Expert bills and expenses will be due immediately.

Additional Expenses/Costs

12. In addition to legal fees you must pay the following costs: (a) Filing fees; (b) Service fees; (c) Investigator charges; (d) Subpoena witness fees; (e) Transcripts; (f) Messenger services; (g) Photocopying; (h) Telephone toll calls; (i) Expert fees; (j) Postage; (k) Electronic/digital filing costs; (l) any other expense or cost incurred in connection with your case.

Acknowledgment and Copy

13. I have requested that you read this contract and ask me any questions you have about it. Do not sign this agreement unless you understand it and wish to hire the Firm under all the terms of this agreement.

14. I have given you a copy of this contract.

Xie Law Offices LLC/Firm _____
Jeff Z. Xie, Managing Attorney

Dated: _____, 2020.

and

(Client) _____

Client Name:

Address: _____

Phone Number: _____

Email: _____

Dated: _____, 2020.