

**APPENDIX A**  
**Retainer Letter**  
*(For Matrimonial Cases Only)*

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Dear \_\_\_\_\_:

This letter confirms that you have retained my firm to negotiate a settlement agreement with your \_\_\_\_\_ (through \_\_\_\_\_ attorney), if that is reasonably possible; if not, to commence or defend a matrimonial action on your behalf.

You agree to pay to us promptly a retainer of \$ \_\_\_\_\_, at which time our services will commence. This retainer is our minimum fee in this matter in consideration of committing myself and staff, the value of services, the reservation of time and staff, the nature of the case, the issues involved and other factors affecting an overall fee. Time spent on your case (computed in units of six minutes), which includes services, telephone calls and correspondence, will be charged against the retainer at these hourly rates commencing with our conference today: my time at \$ \_\_\_\_\_; partners and counsel at \$ \_\_\_\_\_; associate attorneys at \$ \_\_\_\_\_; and paralegals at \$ \_\_\_\_\_. An itemized statement of charges will be sent to you not less often than every 60 days. No time will be charged for discussing any statement or bill. If the retainer is depleted, then additional charges will be billed to you on a monthly basis, except that we may request additional retainers in increments of \$ \_\_\_\_\_ in the event of contested litigation. The initial retainer will cover from about \_\_\_\_\_ hours to \_\_\_\_\_ hours of time on your file, depending upon the persons rendering the services; however, all work will be under my direct supervision and control, and I shall be the principal attorney handling your case. We shall furnish to you copies of correspondence and legal papers and shall keep you informed of the status of the case.

You have the right to terminate our representation of you at any time in your sole discretion. If termination occurs prior to the conclusion of the case or in the event of a reconciliation or for any other reason, you shall be liable for the time spent on your case as computed above, and any unused portion of the retainer will be refunded to you. If, however, your case is concluded by settlement or trial of the issues, there will be no refund even though the time charges might not have consumed the entire retainer, which will then be the total fee. No post-judgment modification or enforcement proceedings are contemplated by this retainer agreement.

We also have the right to withdraw from representing you in the event of your failure to cooperate or to provide on a timely basis accurate and complete information and documents relating to your case, or if you engage in any conduct that would make it inappropriate to continue representation of you. We reserve our right to have the court fix the amount of any retaining lien on your file and/or charging lien on the proceeds of this case.

The retainers and fees do not include: (a) any other actions or proceedings; (b) work in appellate courts; or (c) out-of-pocket expenses. Out-of-pocket expenses include but are not limited to costs of serving and filing papers, court fees, process servers, court calendar service, expert witnesses, subpoena fees, consultants, accountants, appraisers, investigators, actuaries, court reporters, long-distance telephone calls, travel, parking, fax charges, postage and photocopies normally made by us or requested by you. You agree to furnish to us promptly the further sum of \$ \_\_\_\_\_ to be applied to disbursements and have agreed to furnish additional sums to be applied against anticipated disbursements from time to time as requested.