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**&**  
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**ATTORNEY-CLIENT RETAINER AGREEMENT**

**1. CASE DESCRIPTION**

\_\_\_\_\_, the client herewith retains MATTHEW J. RUFF and Bruce Blythe, to represent client in the matter of THE PEOPLE OF THE STATE OF CALIFORNIA vs. \_\_\_\_\_, in the KERN COUNTY Superior Court.

**2. ATTORNEYS' DUTIES**

Attorneys accept said employment and agree to take such steps as are reasonably advisable to enforce the Client's rights, except that no jury trial or appeals will be taken without both parties' consent, and will require a new fee retainer agreement. This agreement does not include any Attorneys services after disposition of the case, such as probation compliance appearances.

**3. CLIENT'S DUTIES**

Client agrees to be truthful with Attorneys, to cooperate, to timely return phone calls, to keep Attorneys informed of developments, current address and telephone number, to abide by this Agreement, and to pay billings on time.

**4. FEES**

(a). Attorneys shall receive fees as follows: \$\_\_\_\_\_ flat fee, non-refundable retainer for Attorneys services and representation thru all pretrial Court proceedings and disposition.

(b). Client understands that the entire fee outlined in paragraph 4(a) above is a flat fee and therefore is non-refundable and is considered a "true" retainer, paid solely to ensure Attorneys' availability for Client's case. Client is gaining the benefit of knowing that he/she cannot be charged more fees than outlined above no matter how much time the attorney spends on this case up until the time the matter is set for jury trial. Client knows that other law firms may charge clients hourly for their legal services and that the attorneys fees in this case could be substantially higher than what is being charged in this fee agreement as a flat fee by this firm. In exchange for this "benefit" client understands that the fee that client is agreeing to is a non-refundable fee as it is not based upon any specific hourly rate at which this firm will be billing the client. This means that once paid no portion of this fee shall be refunded to the client whether or not work is performed, and regardless of how much time is performed. Client further agrees that this flat fee is a reasonable and fair fee.

**5. COSTS**

In addition to the fees quoted in paragraph 4(a) above, Client is also responsible for all costs. Costs shall be advanced by Client. If advanced by Attorneys, the Client shall reimburse Attorneys for these costs advanced as soon as Client is billed for same.

**6. COMMENCEMENT OF SERVICES**

This Agreement will not take effect and Attorneys is not bound to commence services or appear in court until receipt by Attorneys of all fees described in paragraph 4(a) above. If for any reason, Client desires to terminate this agreement or retain the services of other counsel, this will not relieve Client of her obligation to pay Attorneys fees and costs as outlined above and agreed to by this contract.

**7. NO GUARANTEE**

Attorneys agrees to use his best efforts but cannot and does not make any representations or guarantees as to the ultimate outcome of any litigation arising from this retainer agreement.

**8. INDEPENDENT COUNSEL**

Client has a right to seek independent legal counsel for advice regarding the terms of this agreement.

**9. ENTIRE AGREEMENT**

This written agreement contains the entire agreement between Client and Attorneys. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This written agreement is executed in duplicate and by signing below, Client acknowledges that (1) he/she has read and understands the entire agreement; (2) he/she has received a completed and signed copy of this 2 page agreement; and (3) client authorizes Attorneys to lawfully dispose of client's file seven years from the date this agreement is entered into.

This agreement is executed in duplicate, a copy of which is provided to Client.

\_\_\_\_\_  
Date,

\_\_\_\_\_  
Client or Representative for the Client

\_\_\_\_\_  
Date,

\_\_\_\_\_  
MATTHEW J. RUFF  
Attorney at Law