

# Attorneys For Freedom Legal Services Agreement

## ATTORNEYS FOR FREEDOM LEGAL SERVICES AGREEMENT

This document confirms the terms and scope of our legal representation of you [INSERT CLIENT NAME] ("Client" or "You") pursuant to the policy issued by **The Attorneys For Freedom Risk Retention Group, Inc. ("RRG")** to **The Attorneys On Retainer Association ("AOR")** through which You are covered for certain legal services and legal fees. You understand that **The Attorneys For Freedom Law Firm ("AFF")** is being paid by RRG pursuant to the RRG Policy ("RRG Policy") which automatically covers all Members of AOR.

### I. SCOPE OF AGREEMENT

- A. The Scope of this Agreement is limited to securing the legal services of AFF for limited-scope legal representation and related costs and expenses in the event You are either charged with or reasonably concerned about being charged with a crime as a result of an "Incident" as that term is defined in the RRG Policy. AFF's representation of You is limited to defending You in such a "Self-Defense-Related Legal Matter" as well as presently establishing an attorney/client relationship with You for the purpose of receiving confidential and attorney-client privileged information contained on Your Confidential Emergency Information Form and rendering legal advice relating to any Self-Defense-Related Matter in an emergency. Neither this Agreement nor the RRG Policy covers unrelated criminal charges or counterclaims against anyone. Nor will AFF advise You on any dispute You may have with RRG or AOR regarding coverage of the RRG Policy.
- B. You understand that attorneys working at AFF may have some management and/or control interest in either or both RRG and AOR. If there is any dispute regarding coverage of Your legal fees, pursuant to the RRG Policy, an independent third party will resolve that dispute, and AFF shall not represent You, RRG, or AOR in any aspect of such a dispute.

If at any time AFF believes the interests of RRG as a third-party payor of Your legal fees are in conflict with Your interests, AFF will notify RRG it should retain counsel to advise it. AFF shall not provide any information to either RRG or AOR about You or any legal matter involving You.

### II. LEGAL FEE

Pursuant to the terms of the RRG Policy, RRG shall pay all legal fees, expert witness fees, and investigator fees, for any "Incident" leading to a covered "Self-Defense-Related Legal Matter" including but not limited to the fees for any co-counsel retained to assist with the representation. By signing this Agreement, Client gives informed consent to have RRG pay Your legal fees for the scope of Representation as set forth above. Pursuant to Ethical Rule 1.8(f) neither RRG nor AOR is authorized to direct any aspect of AFF's representation of You.

### III. ADDITIONAL TERMS

#### A. Definitions:

An “**Incident**” is defined as a client’s “Act of Self-Defense” that either results in a civil or criminal charge or case against a client or results in a client being reasonably concerned about a civil or criminal charge or case being brought or instituted against the client.

An “**Act of Self-Defense**” is defined as the actual or threatened intentional use of physical force by the client to protect any person.

A “**Self-Defense-Related Legal Matter**” is defined as a matter that satisfies each of the three criteria below:

1. Client is charged with or reasonably concerned about being charged with any state or federal criminal offense;
2. The incident giving rise to the alleged or potentially alleged criminal offense entirely occurred after becoming an active AOR Member and Client of AFF; and
3. Self-Defense or Defense of a Third Party can be asserted in good faith as a legally sufficient complete defense to the alleged or potentially alleged criminal offense.

B. Excluded Matters: Any matter that does not satisfy each of the three criteria in Section III above is not a Self-Defense-Related Legal Matter pursuant to this Agreement. Any matter that arises wholly or partially from any event occurring *prior to* the Effective Date of this Agreement is not a Self-Defense-Related Legal Matter. The date upon which any formal criminal charges are filed is irrelevant and inapplicable to the analysis of whether a criminal charge constitutes a Self-Defense-Related Legal Matter.

C. Additional Considerations: If a matter otherwise qualifies as a Self-Defense-Related Legal Matter pursuant to Section III above, the following circumstances shall *not* operate to deny legal representation pursuant to both the RRG Policy and this Agreement:

- The assertion of self-defense is ultimately determined to be imperfect self-defense, illegal conduct or a criminal act;
- The act of self-defense involved a negligent, accidental, or unintentional discharge;
- The act of self-defense occurred while the Client was impaired by alcohol or any other drug;
- The act of self-defense involved an illegal weapon;
- The act of self-defense involved no weapon or a weapon other than a firearm;
- The act of self-defense occurred at a place where firearms were legally prohibited;
- The act of self-defense involved a person who was in a domestic relationship with the Client;
- The Client did not possess a concealed carry permit or possessed an expired concealed carry permit;
- The act of self-defense occurred while the Client was a prohibited possessor;
- The act of self-defense was not a threat or use of deadly physical force.

- D. Conflicts: Given that AFF represents no state or federal agencies, AFF expects no conflicts of interest in any Self-Defense-Related Legal Matter. However, if there are multiple co-defendants or victims in the same Self-Defense-Related Legal Matter who are also AFF's clients, a conflict could arise. In the extraordinarily rare event of a non-waivable conflict of interest which prohibits AFF from engaging in legal representation in the Self-Defense-Related Legal Matter, RRG shall retain and pay for substitute legal counsel in consultation and deference to Client's choice of substitute legal counsel.
- E. Additional Charges: In the event that there are additional criminal charges brought in the same matter along with any Self-Defense-Related Legal Matter, AFF will determine whether the additional criminal charges arise out of the same conduct as the Self-Defense-Related Legal Matter. If so, the legal fees for representation on the additional criminal charges will be included as part of this Agreement. However, if the additional criminal charges do not arise out of the same conduct as the Self-Defense-Related Legal Matter, they are considered unrelated. In such an event, Client will be given the option to retain AFF under a separate agreement at AFF's normal hourly rate discounted by 35% for representation as to the unrelated criminal charges **for which Client will be responsible for paying those legal fees, not RRG.** In such an event, the Client will be required to deposit a retainer amount into AFF's trust account. If AFF and Client cannot mutually agree on an additional fee for legal representation for the unrelated criminal matter, AFF shall have the right to decline representation pursuant to this Agreement. AFF cannot represent a client on some criminal charges, but not others in the same criminal matter.
- F. Trial Court Level: The "Trial Court Level" includes all legal representation commencing from the Client's initial contact with AFF informing AFF of the Self-Defense-Related Legal Matter through either a dismissal, acquittal, or sentencing. AFF's legal representation in any covered Self-Defense-Related Legal Matter will continue regardless of whether any policy limits contained in the RRG Policy have been exhausted.
- G. Appeals: If an appeal becomes necessary as a result of any covered Self-Defense-Related Legal Matter, AFF agrees to accept the appellate representation at no additional cost to the Client. AFF will continue to represent the Client in any retrial after a mistrial or successful appeal. AFF's representation in any covered Self-Defense-Related Legal Matter will continue regardless of whether any policy limits contained in the RRG Policy have been exhausted.
- H. Civil Defense Representation: If AFF is retained by RRG, AFF agrees to represent the Client in the event Client is sued in a civil court of general jurisdiction as a result of any covered Self-Defense-Related Legal Matter. In such an event, AFF will represent the Client in their civil defense with no additional Attorney's fees commencing from the Client's initial contact with AFF informing AFF of the civil lawsuit through and until either a dismissal, settlement, judgment, or verdict in the trial court. Additionally, as to all covered civil matters resulting from a Self-Defense-Related Legal Matter, RRG shall be responsible for any additional expenses as detailed in this Agreement including any *Pro Hac Vice* fees or travel expenses. Any payments toward any resulting civil judgment whether arising from a settlement or litigation will be paid by RRG pursuant to the terms of the RRG Policy.
- I. On-Duty: In the event a Self-Defense-Related Legal Matter arises out of events occurring while on-duty acting in any capacity as law enforcement, security, or other protective services, this Agreement

shall be supplementary and secondary to any other agreement, insurance, or coverage the Client has or is provided for legal representation.

- J. AFF is ethically bound not to represent clients engaging in bad faith litigation, including frivolous legal matters, positions, or defenses. As such, AFF shall be the sole judge of what matters are asserted in bad faith or are frivolous. If AFF determines any legal matter, position or defense is engaged in bad faith or is frivolous for any reason, AFF will either not accept representation or will withdraw from the case. However, if the Client's honest recollection of the events giving rise to a Self-Defense-Related Legal Matter are sufficient to allow self-defense or defense of a third-party to be argued to a jury, AFF will conclude the matter is not frivolous.

#### IV. COSTS AND EXPENSES

- A. RRG shall be responsible for all costs and expenses as reasonably necessary to effective legal representation for covered Self-Defense-Related Legal Matters only. Costs and Expenses include the following: court costs and all official fees, witness and consulting fees, court reporters, expert witnesses, investigators, polygraph examinations, DNA examinations and other scientific tests, fees related to discovery and departmental reports, medical records, transcripts, process servers, messenger services, appraisers, escrow agents, accountants, electronic research (Westlaw), photocopies, postage, and any other expenses which in the judgment of AFF are necessary to effective representation.
- B. *Pro Hac Vice*: RRG shall be responsible for any *Pro Hac Vice* fees as well as all necessary travel expenses. Unless otherwise agreed to by the Client, AFF shall handle any trial, substantive evidentiary or suppression hearings, or contested sentencing hearings in any covered Self-Defense-Related Legal Matter. In AFF's sole discretion, AFF may opt for any *Pro Hac Vice* Counsel to personally handle any routine hearings including arraignment, pretrial conferences, scheduling conferences, case management conferences, status hearings, discovery-related hearings, or stipulated sentencings.

#### V. OTHER PROVISIONS

The Client understands that the lawyers at AFF are currently admitted to practice in Arizona. However, AFF routinely appears as counsel of record in other states by the operation of that state's *Pro Hac Vice* rules. AFF has appeared *Pro Hac Vice* in many other states on many other criminal matters in both state and federal courts without ever having been denied. As such, AFF has every good faith expectation that AFF will be permitted to appear *Pro Hac Vice* in any state on any state or federal criminal matter. Indeed, the United States Supreme Court has recognized the *Pro Hac Vice* aspect of the 6th Amendment right to counsel of one's choice. See, *United States v. Gonzalez-Lopez*, 548 U.S. 140 (2006). However, if for some unforeseen reason, a court denies AFF's application to appear *Pro Hac Vice* in a Self-Defense-Related Legal Matter, the RRG will secure, at the RRG's expense, substitute representation agreed to by Client from an attorney qualified to represent the Client in the relevant local state.

## **VI. ETHICS OBLIGATIONS**

- A. AFF operates in full compliance with the Arizona Rules of Professional Conduct. AFF is also required to fully comply with all Rules of Professional Conduct applicable in any state in which AFF appears on Client's behalf. The Client understands and agrees that this Agreement is governed solely by the Arizona Rules and that AFF is bound by and complies with all ethical obligations and standards of conduct as required by the Arizona Supreme Court and any other state's regulatory authority if legal services are provided in another state including but not limited to:
1. AFF is required to reveal such information to the extent necessary to prevent the Client from committing a future criminal act that is likely to result in death or substantial bodily harm;
  2. AFF will not assist the Client or any witness in testifying falsely;
  3. AFF will be required to correct any false statement of material fact presented to a tribunal; and
- B. AFF cannot bring or defend a proceeding, assert, or controvert an issue unless there is a good faith basis in law and fact for doing so that is not frivolous, which includes a good faith and nonfrivolous argument for an extension, modification, or reversal of existing law. A lawyer for a defendant in a criminal proceeding may nevertheless so defend the proceeding as to require that every element of the case be established.
- C. AFF will withdraw from representing the Client if required by the Arizona Rules of Professional Conduct. Client may terminate this representation at any time upon written notice to AFF. Upon Client's termination of representation, RRG shall determine in its sole discretion whether it will provide replacement counsel to Client under the terms of the RRG policy.
- D. This Agreement shall be governed by Arizona law. If any portion of this Agreement is held to be unenforceable, the remaining portions of this Agreement shall continue to be enforced. The venue for any dispute regarding the terms of this Agreement shall be Maricopa County, Arizona. Any and all litigation over the terms of, or any aspect of, this Agreement, must be filed in the Maricopa County Superior Court. Both AFF and the Client agree that any litigation filed in any other court shall be immediately dismissed and that the filer shall be responsible for all related attorney's fees and costs.

## **VII. COOPERATION**

- A. The Client agrees to contact AFF as soon as is reasonably practicable, either in person or through a third-party, in the event legal representation in any Self-Defense-Related Legal Matter is necessary.

- B. The Client agrees to keep AFF informed of current contact information (telephone numbers, secure email addresses, and mailing addresses) at all times and any changes in information material to the Matter.
- C. The Client acknowledges the best results in this Matter can be achieved by the Client providing AFF with full, truthful, and complete information concerning all pending legal matters. The Client's signature on this Agreement attests that the Client has carefully read every provision of this Agreement and has had all the Client's questions answered satisfactorily. The Client also attests that the information the Client has given and will give to AFF will be truthful and accurate to the best of the Client's knowledge. If there are any changes in material information or contact information, the Client will promptly notify AFF.
- D. The Client also understands that the Client should not use work e-mail addresses, work computers, or public computers (such as at a public library or hotel) or any email account for which someone other than the Client has access to communicate with AFF in order to protect the confidentiality of discussions as e-mail may not be secure on all computers.
- E. The Client also agrees to notify AFF if AFF should not communicate with the Client via e-mail or regular mail due to a risk of interception of those communications.
- F. The Client also agrees to appear in court. In the event the Client willingly fails to appear in court, the Client understands and agrees that the Client has fourteen (14) days from the date of the Client's failure to appear in court to contact AFF to continue representation pursuant to this Agreement. The Client understands and agrees that in the event the Client willingly fails to appear in court, or fails to contact AFF within fourteen (14) days of the Client's first failure to appear in court, any obligation of AFF pursuant to this Agreement is terminated and all benefits are canceled, and the Client agrees that AFF may withdraw from representation.

#### **VIII. COMMUNICATIONS AND FILE RETENTION**

- A. AFF may communicate with the Client by facsimile, mobile telephone, and email unless other arrangements are made; therefore, the Client agrees to keep AFF informed of current contact information at all times. The email address the Client provides to AFF must be one for which only the Client is authorized to view the contents, to avoid waiving attorney/client privilege. The Client should be certain that email filters do not block emails from AFF and that the allowable size of incoming emails is sufficient to accept AFF's emails with attachments. It is important that the Client retains all communications including emails and attachments to emails. AFF provides such items to the Client as Your copy of the Client's file.
- B. AFF retains many documents in electronic format only. These documents may be stored on a remote secure third-party server hosted through the internet ("the cloud"). If the Client requires any heightened security measures for the storage or transmission of electronic data, such as for government clearances, please notify AFF.
- C. The Client agrees to notify AFF immediately upon the conclusion of any Self-Defense-Related Legal Matter if there are any documents the Client wishes AFF to resend to the

Client. The Client understands that AFF will not retain the Client's file indefinitely. As such, after the conclusion of any Legal Matter, AFF may retain a copy of the Client's file electronically only for three (3) years at which time it may be destroyed without further notice to the Client.

**IX. PRIVACY POLICY**

AFF collects nonpublic, personal information about the Client only in connection with providing legal services to the Client. AFF will not disclose any information about the Matter to anyone, subject to Attorney's duties under the Rules of Professional Conduct or with Client's informed consent.

AFF will not communicate privileged information regarding the Matter to third parties such as Client's family members, without Client's informed consent, understanding that such disclosures may waive AFF-client privilege. Client shall not discuss Attorney's advice or recommendations with anyone, including family members or on social media sites, as that too may waive attorney-client privilege.

**X. ACCEPTANCE**

I, \_\_\_\_\_ certify that I have carefully read, or have had read to me, the Attorneys For Freedom Legal Services Agreement and I understand the terms. Any questions I may have had were answered by AFF to my satisfaction. I agree to be bound by all of the terms of this Agreement.

\_\_\_\_\_  
Client (print name and sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc J. Victor for AFF