

ATTORNEYS ON RETAINER SELF-PROTECTION OPTION FEE AGREEMENT



LOCAL SELF-PROTECTION RETAINER AGREEMENT FOR LEGAL SERVICES **ATTORNEY-CLIENT PRIVILEGED AND STRICTLY CONFIDENTIAL**

Dear Prospective Member:

This document confirms the terms and scope of our Arizona retainer agreement (hereinafter the “Agreement”) for your (hereinafter “Client”) ongoing monthly membership in the Attorneys on Retainer Program, Local Self-Protection Plan (hereinafter the “Program”) offered by Marc J. Victor, P.C. dba The Attorneys For Freedom Law Firm (hereinafter the “Attorney”) an Arizona based law firm. The effective date of this Agreement (hereinafter the “Effective Date”) shall be the date the Attorney signs this Agreement, which will only occur after the Attorney has received the confirmation of this executed Agreement by Client, the initial _____ set-up fee has been paid, and the Client has had the opportunity to discuss all terms of the Agreement with the Attorney.

I. SCOPE OF AGREEMENT

- A. The Scope of this Agreement is limited to securing the legal services of the Attorneys For Freedom Law Firm for limited-scope legal representation and related costs and expenses in any “Applicable Legal Matter” as detailed in Section III(A) and for a discounted hourly rate only in any “Non-Applicable Legal Matter” as detailed in Section III(K).
- B. Other than the “Monthly Legal Fee” as detailed below, no additional Attorney’s fees, costs, or expenses are required for legal representation in any Applicable Legal Matter. Any costs or expenses necessary for effective legal representation for Applicable Legal Matters shall be the responsibility of the Attorney. The Client remains responsible for all costs, fees, and necessary travel expenses regarding any Non-Applicable Legal Matter as detailed in Section III(K).
- C. As to all Applicable Legal Matters and all Non-Applicable Legal Matters, and as required by the State Bar of Arizona, a new binding fee agreement entirely consistent with the terms of this Agreement will be entered into between the Client and the Attorney for any specific Applicable Legal Matters or Non-Applicable Legal Matters. As with all legal matters, legal representation is subject to compliance with the Rules of Professional Conduct including but not limited to Arizona Rules of Professional Conduct (ER) 3.1 meritorious claims, and ERs 1.7, 1.9, 1.10, 1.11, and 1.18 regarding conflicts of interest and any other Rules of Professional Conduct as applicable in any other relevant state.
- D. Both The Attorney and Client agree that the primary purpose of this Agreement is to reduce and control the costs of professional services for legal representation in self-defense-related felony criminal law matters, associated civil liability matters, and for specific preventative legal education and consultation in these areas. All other expense reimbursement matters are incidental to this primary purpose.
- E. The Client understands this Agreement is not an insurance policy or a prepaid legal plan. The Client is retaining an Arizona-based law firm for limited-scope legal representation in self-defense-related felony matters within Arizona. The Client understands that the lawyers at the

Attorneys For Freedom Law Firm are admitted in Arizona.

The Program is not insurance. Membership in the Program entitles the Client only to legal representation and payment of costs and expenses necessary to effective representation for Applicable Legal Matters subject to the Arizona Rules of Professional Conduct.

II. MONTHLY RETAINER LEGAL FEE

- A. The Client agrees to pay the initial one-time nonrefundable _____ set-up fee and, at the end of the first month, commence timely paying the ongoing monthly retainer legal fee in the amount of _____ per month via credit card for as long as Client desires this Agreement to remain in force. The _____ monthly legal fee is collected in arrears only after the Attorney's availability has been provided to the Client. As such, each monthly Attorney's Fee of _____ is earned in full to reserve Attorney's availability during the prior month.
- B. Either the Client or the Attorney may opt to unilaterally terminate this Agreement at any time for any reason or no reason at all. However, the Attorney shall not terminate this Agreement for the sole reason that an Applicable Legal Matter has arisen. In the event the Client fails to timely remit either the scheduled monthly payment or the annual renewal payment, the Client will have a grace period of 10 days to bring their account current. If the Client fails to pay past due fees within the 10-day grace period, the Client's status as an AOR Member is automatically terminated and all benefits are canceled. The Client shall be afforded 60 additional days to re-enroll their AOR membership without incurring the _____ set-up fee. If the Client voluntarily terminates this Agreement, the Client has no further obligation to make payments to the Program, and the Attorney has no further obligations pursuant to this Agreement. This provision conforms to the requirements of Arizona Rule of Professional Conduct 1.5 as a true retainer as that term is defined pursuant to the Arizona Rules of Professional Conduct 1.5.
- C. The first monthly payment will be due thirty (30) days after your nonrefundable _____ set-up fee is remitted pursuant to this Agreement. Such day of the month shall be the due date for the following month and every month thereafter. In the event the initial nonrefundable _____ payment is on the 28th, 29th, 30th, or 31st of the month, the due date shall be the final day of each following month. Again, as the _____ monthly payment is made in arrears, it is due and earned when remitted.
- D. The Client agrees to remit the payment of _____ per month solely for six distinct purposes:
 - 1. To ensure the Attorney's availability to represent the Client for any of the Applicable Legal Matters listed below (subject to conflicts of interest) and commenced with a free Strategy Session on the Applicable Legal Matter;
 - 2. To provide legal representation to the Client either as a defendant or as a victim in either state or federal court with no additional Attorney's fees for any Applicable Legal Matter listed below in Section III;
 - 3. To receive legal information and advice concerning topics relevant to the Program in a periodic newsletter delivered electronically;
 - 4. To provide payments for Costs and Expenses on Applicable Legal Matters as outlined in Section IV;
 - 5. To have the opportunity to hire the Attorney on selected Non-Applicable Legal Matters at a 35% discount of the Attorney's usual hourly rate; and
 - 6. To have free access to the annual conference with the Attorney.

The Attorney does not accept payment with funds obtained in any illegal manner. The Client hereby agrees and certifies that any funds used to pay any fees pursuant to this Agreement were obtained solely by lawful means. If someone other than the Client pays any fees pursuant to this Agreement, the Client consents to such payments made on the Client's behalf and understands that the payor is not entitled to information about the representation or to direct the representation.

III. APPLICABLE LEGAL MATTERS

- A. An Applicable Legal Matter is defined as a matter that satisfies each of the three criteria below:
1. The Client has been formally charged (or reasonably expects to be formally charged) with at least one felony; and
 2. The Client reasonably and in good faith asserts self-defense or defense of a 3rd party as the defense to the felony charge; and
 3. The felony charge arises from events wholly occurring *after* the Effective Date of this Agreement.
- B. Any matter that does not satisfy each of the three criteria in Section III (A) above is not an Applicable 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 an Applicable 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 an Applicable Legal Matter.
- C. Matters Not Excluded. If a matter otherwise qualifies as an Applicable Legal Matter pursuant to Section III (A) above, the following circumstances shall *not* operate to deny legal representation pursuant to 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. This Program is offered in full compliance with the Arizona Rules of Professional Conduct. The Attorney is also required to fully comply with all Rules of Professional Conduct applicable in any state in which an Applicable Legal Matter is charged.
- E. Given that the Attorney represents no state or federal agencies, the Attorney expects no conflicts of interest in any Applicable Legal Matter. However, if there are multiple co-defendants in the same Applicable Legal Matter who are also the Attorney's clients, a conflict could arise. In the extraordinarily rare event of a non-waivable conflict of interest which prohibits the Attorney from

engaging in legal representation in the Applicable Legal Matter, the Attorney shall refund all fees remitted pursuant to this Agreement.

- F. Misdemeanor Criminal Charges: Stand-alone misdemeanor charges are not Applicable Legal Matters pursuant to this Agreement. However, the Attorney will represent the Client on any misdemeanor charges that arise out of the same incident and are charged in the same case as any Applicable Legal Matter.
- G. Additional Felony Charges in the Same Matter: In the event, additional felony criminal charges are brought in the same matter along with any Applicable Legal Matter, the Attorney will determine whether the additional felony criminal charges arise out of the same conduct as the Applicable Legal Matter. If so, the legal fees for representation on the additional felony criminal charges will be included as part of this Agreement. However, if the additional felony criminal charges do not arise out of the same conduct as the Applicable Legal Matter, they are not covered by this Agreement. In such an event, reasonable Attorney's fees will be charged at the Attorney's normal hourly rate discounted by 35% for representation as to the additional felony criminal charges. In such an event, the Client will be required to deposit a retainer amount into the Attorney's trust account. Alternatively, the Attorney and the Client will mutually agree to an additional nonrefundable flat fee for legal representation on the entire criminal matter. If the Attorney and Client cannot mutually agree on an additional fee to cover legal representation for the entire matter, the Attorney shall have the right to decline representation pursuant to this Agreement. The Attorney cannot represent a client on some criminal charges, but not others in the same criminal matter.
- H. Trial Court Level Only: The "Trial Court Level" includes all legal representation commencing from the Client's initial contact with the Attorney informing the Attorney of the Applicable Legal Matter through either a dismissal, acquittal, or sentencing.
- I. Representation pursuant to this Agreement does not include any legal representation beyond the Trial Court Level. As such, this Agreement does not include any appellate representation. However, if an appeal becomes necessary as a result of any covered Applicable Legal Matter, the Attorney agrees to accept the appellate representation at the Attorney's normal hourly rate discounted by 35%. In such a case, the Client will be required to deposit a sufficient retainer amount into the Attorney's trust account. The Attorney will continue to represent the Client in any retrial after a mistrial or successful appeal.
- J. Civil Defense Representation: The Attorney agrees to represent the Client in the event Client is sued in a civil court of general jurisdiction as a result of any Applicable Legal Matter. In such an event, the Attorney will represent the Client in their civil defense with no additional Attorneys' fees commencing from the Client's initial contact with the Attorney informing the Attorney of the civil lawsuit through and until either a dismissal, settlement, judgment, or verdict in the trial court. Additionally, as to all civil matters resulting from an Applicable Legal Matter, Attorney shall also be responsible for any additional expenses as detailed in this Agreement excluding any *Pro Hac Vice* fees or travel expenses unless prohibited by the ethics rules in the relevant state.
- K. Non-Applicable Legal Matters: Regarding legal matters that do not qualify as Applicable Legal Matters, the Client shall have the option to hire the Attorney for legal representation arising from conduct occurring after the Effective Date of this Agreement on any criminal charge in Arizona, any felony charge nationally, or to defend any civil litigation matter at a 35% discount off the Attorney's usual hourly rate. However, in such a case, the Client shall remain responsible for all costs and fees including any *pro hac vice* fees or necessary travel expenses. No other benefits beyond the discounted hourly rate shall apply in cases of Non-Applicable Legal Matters. If the Attorney agrees to accept representation on a contingency fee agreement on any personal injury case in Arizona, or any catastrophic personal injury matter nationally, the Attorney shall offer the

Client a 35% discount off the Attorney's contingency share of any overall recovery. The Client understands that the Attorney will likely associate with local counsel on all contingency matters outside of Arizona at no additional cost to the Client.

- L. On-Duty: In the event an Applicable 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.
- M. The Attorney is ethically bound not to represent clients engaging in bad faith litigation, including frivolous legal matters, positions, or defenses. As such, the Attorney shall be the sole judge of what matters are asserted in bad faith or are frivolous. If the Attorney determines any legal matter, position or defense is engaged in bad faith or is frivolous for any reason, the Attorney will either not accept representation or will withdraw from the case. However, if the Client's honest recollection of the events giving rise to an Applicable Legal Matter are sufficient to allow self-defense or defense of a 3rd party to be argued to a jury, the Attorney will conclude the matter is not frivolous.

IV. EXPENSES

- A. In many criminal cases, it is appropriate to apply for funds from the court to pay for certain defense-related expenses. The Attorney may, if appropriate, apply to the court for the payment of any costs or expenses. In the event the court denies a request for expenses, the Attorney shall be responsible for all costs and expenses as reasonably necessary to effective legal representation for Applicable 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, firearm replacement reimbursement up to \$1,000, scene cleanup expenses up to \$4,000, up to 10 sessions or \$1,500 towards mental health services, and any other expenses which in the judgment of the Attorney are necessary to effective representation.
- B. As to Applicable Legal Matters only, the Attorney will pay a cleaner of the Attorney's choice cleaning fees of up to \$4,000 to clean any biohazardous materials resulting from the Applicable Legal Matter from the Client's residence or vehicle. The Attorney's maximum financial responsibility for scene cleanup is \$4,000.
- C. The Attorney will pay on behalf of the Client fees up to \$1,500 or 10 counseling sessions for the Client's mental health services needed resulting from the Applicable Legal Matter. Mental health services must be provided by a licensed professional such as a counselor, therapist, or psychologist. The Attorney's maximum financial responsibility for mental health services is \$1,500.
- D. The Attorney will provide reimbursement up to \$1,000 to the Client for expenses incurred to replace a firearm confiscated by law enforcement in relation to the Applicable Legal Matter. Before the Attorney is required to perform pursuant to this section, the Attorney must have a reasonable expectation that the firearm will not be returned to the Client within six months after the matter has been concluded. The Attorney will not pay directly for any firearm purchase on behalf of the Client or be involved in any transactions related to the purchase of any firearm. The Attorney will provide reimbursement to the Client with proof of purchase of the same model firearm confiscated by law enforcement but will not provide reimbursement for any upgraded parts. The Attorney's obligation to perform pursuant to this section is null and void if the Client is a prohibited possessor. The Attorney's maximum financial responsibility for firearms

reimbursement is \$1,000.

- E. As to Applicable Legal Matters only, the Attorney shall also be responsible for payment of bail bond premiums up to \$25,000. The Attorney will provide the described payment directly to the bail bondsman or the courts on behalf of the Client. The Client understands that the Attorney is not a surety for the Client. The Client understands that the Client may be required to post any bail amounts needed in excess of the amount provided by the Attorney. The Client acknowledges that it is the responsibility of the Client to meet any additional requirements necessary to secure the bail bond, including providing appropriate collateral, etc. The maximum financial responsibility of the Attorney for bail bond related fees is \$25,000.
- F. Additionally, as to Applicable Legal Matters outside the state of Arizona only, the Client shall be responsible for any *Pro Hac Vice* fees as well as all necessary travel expenses. Unless otherwise agreed to by the Client, the Attorney shall personally handle any trial, substantive evidentiary or suppression hearings, or sentencing hearings in any Applicable Legal Matter. In the Attorney's sole discretion, the Attorney 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, or discovery-related hearings.
- G. Incidental costs such as scene cleanup, psychological counseling, firearm replacement, and bail are unavailable in any state where such services are deemed insurance or are otherwise prohibited by the ethics rules or law notwithstanding the fact that the primary purpose of this Agreement is for the services of legal representation in court as well as legal education and consultation regarding self-defense related issues.

V. OTHER PROVISIONS

- A. The Client understands that the Attorney is currently admitted to practice in Arizona. However, the Attorney routinely appears as counsel of record in other states by the operation of that state's *Pro Hac Vice* rules. The Attorney 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, the Attorney has every good faith expectation that the Attorney 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 the Attorney's application to appear *Pro Hac Vice*, the Attorney will secure, at the Attorney's expense, substitute representation by an attorney qualified to represent the Client in the Applicable Legal Matter.
- B. The Client agrees to timely provide all information requested by the Attorney. All Parties to this Agreement consent and agree that notwithstanding who has actually paid the _____ monthly fee, only the person identified by this Agreement as the Client is entitled to legal representation. Only one person can be identified as the Client per this Agreement.

VI. ETHICS OBLIGATIONS

- A. The Client understands and agrees that this Agreement is governed solely by the Arizona Ethics Rules and that the Attorney 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 involving matters in other states including but not limited to:
 - 1. The Attorney 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. The Attorney will not assist the Client or any witness to testify falsely;
 3. The Attorney will be required to correct any false statement of material fact presented to a tribunal; and
- B. The Attorney 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. The Attorney may withdraw from representing the Client as permitted or required by the Arizona Rules of Professional Conduct. However, the Attorney shall not withdraw from any case solely because an Applicable Legal Matter has arisen.
- D. This Agreement shall be governed by Arizona law. If any portion of the 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 the Attorney 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. CREDIT OR DEBIT CARDS

- A. The Client understands and agrees that this Agreement is an ongoing monthly Agreement to pay an earned _____ monthly fee to secure the Attorney's availability. The Client authorizes the Attorney to charge such _____ monthly fee to the Client's designated credit card until such time as the Client notifies the Attorney to terminate this Agreement or the Attorney notifies the Client the Attorney is terminating this Agreement.

VIII. CONFIDENTIALITY/DISCLOSURE/THIRD PARTIES, ER1.8(f) CLAUSE

- A. Sometimes Clients may have someone assist them with their _____ monthly fee. If a third party has agreed to remit the Client's _____ monthly fee, the Client hereby gives informed consent and agrees:
1. That the Attorney may communicate with the third party only about the monthly _____ fee;
 2. That the third-party payor will not be authorized to receive or request any information about the representation of the Client unless the Client gives the Attorney the Client's express written permission to make such disclosures, understanding that if the Attorney makes any disclosures of privileged information, it may waive the attorney/client privilege;
 3. That the third-party payor may not direct the representation. Only the Client may make decisions about the Client's legal matter.
- B. If the third-party payor fails to pay the Client's monthly _____ fee and another arrangement cannot timely be made, this Agreement will be automatically canceled as of the date the fee was unpaid and the Client will no longer receive any benefits of the Program.

IX. COOPERATION

- A. The Client agrees to contact the Attorney as soon as is reasonably practicable, either in person or through a third party, in the event legal representation in any Applicable Legal Matter is necessary.
- B. The Client also agrees to keep the Attorney informed of current contact information (telephone numbers, secure email addresses, and mailing addresses) at all times.
- C. The Client acknowledges the best results in this matter can be achieved by the Client providing the Attorney with full 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 the Attorney will be truthful and accurate to the best of the Client's knowledge.
- D. If there are any changes in material information or contact information, the Client will promptly notify the Attorney.
- E. 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 the Attorney in order to protect the confidentiality of discussions as e-mail may not be secure on all computers.
- F. The Client also agrees to notify the Attorney if the Attorney should not communicate with the Client via e-mail or regular mail due to a risk of interception of those communications.

X. COMMUNICATIONS AND FILE RETENTION

- A. The Attorney may communicate with the Client by facsimile, mobile telephone, and email unless other arrangements are made; therefore, the Client agrees to keep the Attorney informed of current contact information at all times. The email address the Client provides to the Attorney 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 the Attorney and that the allowable size of incoming emails is sufficient to accept the Attorney's emails with attachments. It is important that the Client retains all communications including emails and attachments to emails. The Attorney provides such items to the Client as your copy of the Client's file.
- B. The Attorney 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 the Attorney.
- C. The Client agrees to notify the Attorney immediately upon the conclusion of any Applicable Legal Matter if there are any documents the Client wishes the Attorney to resend to the Client. The Client understands that the Attorney will not retain the Client's file indefinitely. As such, after the conclusion of any Applicable Legal Matter, the Attorney may retain a copy of the Client's file electronically only for three years at which time it may be destroyed without further notice to the Client.

XI. PRIVACY POLICY

- A. The Attorney collects nonpublic, personal information about the Client only in connection with providing legal services to the Client. The Attorney will not disclose any public or nonpublic personal information about the Client to anyone outside the Attorneys For Freedom Law Firm except as authorized by the Client or required or permitted by law or court rule.
- B. The Attorney will not communicate confidential information about the representation to third persons, including the Client's family members unless the Client gives the Attorney written permission to do so, understanding that such communication could waive the attorney/client privilege.

XII. AFFILIATE/REFERRAL PARTNER DISCLOSURE

- ☐ This section applies to the Client only if the Client was referred to the Attorney by an approved Program Affiliate or Referral Partner. By clicking the box indicating your approval and informed consent, you hereby authorize the Attorney to disclose to the Affiliate or Referral Partner **only** the fact that the Client has enrolled in the Program and the Client's membership status. **No other information regarding the Client or any legal matter will be disclosed to the Affiliate, any Referral Partner, or anyone else.** The Client further understands that any referring Affiliate or Referral Partner may receive compensation as a result of their referral.

XIII. ACCEPTANCE

I certify that I have carefully read all terms of the foregoing Agreement and understand all of its terms.

Any questions I had about the Agreement have been explained to me by an Attorney to my satisfaction. I agree to be bound by all terms of the foregoing Agreement and specifically to pay the _____ monthly fee pursuant to this Agreement. I further understand that the Attorney does not currently represent me in any legal matter as a result of this Agreement. If legal representation is needed, I will immediately contact the Attorney who will then execute a new Agreement for legal representation entirely consistent with the terms of this Agreement.



Marc J. Victor, Esq
Attorneys For Freedom Law Firm

Date

Client/Member Name

☐ Click to confirm you are 18 years
of age or older

Client/Member Signature

Date