

# POLICASTRI LAW FIRM LLC

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## CONTRACT FOR LEGAL SERVICES

1. The undersigned client, Rhonda Hamilton and Healthy DC and Me Coalition, ("Client") hereby retains Policastri Law Firm LLC (Firm) as attorneys for the following matter:

*To perform general legal services and advice as needed to support the organization and as directed from time to time and at fees which will be estimated on a per project basis*

2. The financial consideration for the scope of services is as follows:

a. Client agrees to pay fees at the rate of \$375 per hour for Partner Attorneys, \$325 per hour for Senior Associates, \$275 per hour for Junior Associates of the Firm, and \$105 per hour for Paralegals of the Firm. Firm has discretion to increase the hourly rates after one year consistent with the then current rates of the Firm.

b. Firm's fees are not contingent or dependent upon the result.

c. Client agrees to pay the invoices of Firm upon delivery and in no event later than fifteen (15) days from the date on the invoice.

d. Client agrees that as security for the Firm's fees and for the Costs incurred in this matter that Client shall deposit with the Firm a retainer in the amount of \$0.00 ("Retainer") to be placed in the Firm's IOLTA escrow account and that Retainer shall be applied monthly to the Firm's invoices and Client agrees to promptly replenish the Retainer to that amount upon receipt of the Firm's invoices accompanied by a request to replenish the Trust account. If the IOLTA escrow account is not replenished within five (5) days of the request, Client will promptly receive a "five-day letter" indicating Firm's intent to file a Motion to Withdraw if the retainer request is not met.

e. Client understands and agrees that the Retainer is not an estimate of the legal fees for this matter.

f. Full payment of the Initial Retainer is a condition precedent to any obligation of Firm to commence any work for Client. Retainer replenishment is an ongoing condition precedent for the firm to continue working towards resolution or completion of your legal matter.

g. Client agrees to pay Firm for legal fees and costs as set forth above and that the breach thereof is cause for Firm to terminate this contract for legal services, discontinue work and withdraw from the representation.

h. If this is a litigation matter, the Trust account must be current or replenished to the full amount no later than 60 days prior to a scheduled trial date. Failure to do so will result in discontinuing work, termination of this contract, and withdrawal from representation.

3. Client understands that "costs" are Client's sole responsibility and Client agrees to promptly remit payment as costs are incurred and /or invoiced. "Costs" shall include, but are not limited to, expenditures for filing fees, subpoena and deposition fees, reproduction costs both in-house and as charged by outside vendors because of size or timing constraints within the Firm, witness fees, transcript costs, court reporter's appearances, investigation fees, travel expenses and all other disbursements necessary to the proper performance of legal services. The Firm reserves the right to ask Client for estimated payment in advance for significant out-of-pocket expenses such as filing fees, court reporter fees and expert witness fees.

4. Client agrees to cooperate with Firm, as requested, in locating witnesses, securing testimony and documents, and in any other manner desired, and Client expressly agrees that no effort will be made to induce such witnesses to enhance their testimony, testify falsely or unfairly, or in any other manner that would interfere with the securing of a fair and impartial trial. Client authorizes Firm to review any and all documents, files and records, deemed in Firm's sole discretion to be case related, wherever situated, in the conduct of the representation of Client.

5. Client acknowledges and agrees that:

a. Firm may use the Retainer to pay any fees, expenses or other costs payable under this Agreement;

b. Firm may disclose all information, documentary materials, photographs, wage information, etc., in Client's file to the opposition as may be necessary to properly present Client's case;

c. Firm has made no representations or guarantees of any kind as to the outcome of the matter(s) for which it is providing representation;

d. Client authorizes Firm to send to Client copies of all pleadings, correspondence, exhibits and any other document or computer file or image via email transmission, and Client holds Firm harmless for said use of email transmission in the event of any inadvertent disclosure not due to the fault of Firm in the exercise of ordinary care.

e. Time will be billed in hours and tenth-hour increments and that time will be billed for all necessary services, including, but not limited to, telephone calls between the Client and the Firm;

f. Firm reserves the right to assess interest at the rate of one and one half percent (1½%) per month on all unpaid balances (principal and interest) 30 days after the date of the invoice on which the charge was first shown;

g. Firm cannot guarantee any particular result. Payment of fees and costs, therefore, cannot be predicated on the outcome of the matter.

h. Firm has an express attorney's lien on all pleadings, papers and materials pertaining to Firm's representation of Client as well as any funds belonging to Client that are being held by Firm until all amounts due under this contract for legal services are paid in full.

i. In the event Client defaults under any of the terms of this Agreement, Client agrees to pay Firm all damages which Firm sustains thereby, including all costs of collection, interest on any unpaid balance, reasonable attorney's fees and court costs. Client further consents to and submits to the jurisdiction and venue of the courts of Montgomery County, Maryland, in any suit or proceeding arising out of this Agreement.

j. If this is a litigation matter, in the event of an appeal or the Client's filing a petition in bankruptcy, this contract for legal services shall terminate and Client and Firm will enter into a separately negotiated agreement concerning representation during any such appeal or bankruptcy, except, however, Firm's entitlement to fees under the contract of legal services shall not be affected by the filing of any appeal or bankruptcy or the representation of Client by someone other than Firm.

6. Firm reserves the right to terminate its professional services at any time if Firm should determine in its sole discretion that that continued representation would violate the rules of professional responsibility or not be in the best interest of Client and/or Firm. Client always has the right to terminate the Firm at any time.

7. At the conclusion of Client's matter, the Firm will retain the documents in its file for sixty (60) days before they are removed to short-term storage. At the end of the 60 day period, Client will be advised that they may retrieve their file or have it shipped to them at the expense of Client. Should Client fail to retrieve the file, the Firm reserves the right to dispose of the file one (1) year from the conclusion of Client's matter.

8. This Agreement shall not be affected by the disability of any principal; it is also binding and enforceable against Client's successors, heirs and assigns.

9. If Client is a Corporation, LLC or other entity, the person(s) executing this agreement on behalf of the corporate Client, LLC or other entity represent that they have the authority to do so on the entity's behalf and have been authorized by the entity to execute this agreement.

**UNDERSIGNED CLIENT(S) HAS READ AND FULLY UNDERSTANDS AND AGREES TO THIS CONTRACT FOR LEGAL SERVICES.**