

*Attorney Retainer Agreement for Limited Legal Services*  
(Fixed Fee for Opinion of Settlement Value of Dog Bite Case)

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**A**TTORNEY RETAINER AGREEMENT FOR LIMITED LEGAL SERVICES  
("Agreement") dated as of the date set forth below, between **Attorney**  
\_\_\_\_\_ ("Attorney"), whose office address and phone  
number are \_\_\_\_\_, and  
\_\_\_\_\_ ("Client"), whose residential  
address is \_\_\_\_\_.

1. **Limited Scope of Attorney's Duties.** Attorney has agreed to review evidence pertaining to a dog attack case in which Client was bitten by a dog, provide Client with a short opinion as to the range of settlement values of Client's case based on that evidence, and then discuss the case with Client on the telephone for up to one hour. Client already has engaged a lawyer to represent Client in that case, and do everything else involved in it. Client represents to Attorney that all Client wants from Attorney are the limited legal services described in the first sentence of this paragraph, and that Client does not want Attorney to take over the existing case or perform any other legal duties or services. Attorney has agreed to provide the herein specified, limited legal services if Client pays the retainer in advance, agrees to the terms and conditions of this Agreement, and provides Attorney with the evidence that Attorney requests. Client specifically understands and agrees that this is a contract for specific, unbundled legal services, also known as limited scope representation and discrete task representation, in which the scope of an attorney's involvement in a legal matter is strictly limited, in this case limited as set forth in the first sentence of this paragraph. Nevertheless, all communications will be confidential and protected by the attorney-client privilege.
2. **Evidence Needed.** Client will provide Attorney with the following items before Attorney begins reviewing Client's case, and all such items will be transmitted to Attorney in the form of PDF files (except as otherwise noted, below) sent to Attorney by email or an online file transfer service:
  - a. The "demand letter" and all the evidence it transmitted to the insurance company.
  - b. All correspondence between Client's current lawyer and the insurance company after the demand letter.
  - c. The mediation briefs from both sides if there was mediation. Also related to the mediation, a copy of anything from the mediator that suggested a settlement figure.
  - d. The mandatory settlement conference briefs if there was a settlement conference in court.

- e. A copy of the briefs related to any motion for summary judgment, and the order of the court following the hearing of the motion.
  - f. Photographs of Client taken soon after the incident, showing the wounds and other injuries, sent as JPG files.
  - g. Current photographs of the damage to Client, sent as JPG files.
  - h. If Client does not provide Attorney with all of the above items of evidence, or if the case takes a different turn or presents something unusual or unexpected, Attorney may revise this list of requirements for the purpose of giving Client a valuable opinion, and Client agrees to promptly provide what might be asked for under those circumstances.
3. **Retainer.** Client will pay Attorney the sum of \$\_\_\_\_\_ before sending the evidence. Payment will be by Zelle, PayPal or another mutually agreeable method. This retainer amount is a fixed, flat fee for the limited legal services described in this Agreement, and to secure Attorney's availability for this matter. As such, it shall be deemed to be earned upon receipt. The entire retainer amount shall be deposited in Attorney's operating account. Client has a right to require that the retainer be deposited in an identified trust account until the fee is earned, and Client hereby waives that right. If the evidence provided by Client is insufficient in Attorney's sole opinion for accomplishing the goals set forth in Paragraph 1 hereof, Attorney will stop work and refund \$\_\_\_\_\_ to Client. Client understands and agrees that this retainer amount cannot be recovered or reimbursed in the dog bite case being handled by Client's other lawyer, that no part of it shall be paid to Client's other lawyer, and that it shall not reduce the amount of legal fees that Client is required to pay Client's other lawyer.
4. **Confidentiality and Use of Attorney's Opinion.** Each party to this Agreement understands and agrees that the terms and conditions of this Agreement, all discussions orally and in writing, and Attorney's opinion of the value of Client's case will be kept in strict confidence by both parties, and will be protected by the attorney-client privilege. Client represents that Client is seeking Attorney's opinion for the sole purpose of enabling Client, and Client alone, to evaluate settlement offers in Client's case. Client agrees to not use or attempt to use Attorney's opinion for any other purpose, including but not limited to evidence at the mediation or trial of the case.
5. **No Guarantees.** Client understand that Attorney's opinion of value may help Client in only one way, namely to help Client to decide whether to accept a settlement offer, but that it will not necessarily help Client to *obtain* that settlement offer. Client acknowledges that Attorney's estimate of the range of values of Client's case will be only Attorney's opinion, with which Client's present attorney might disagree, and that Client's case may be eventually resolved above or below the range of Attorney's opinion. Client also acknowledges that Attorney's opinion might also differ from Client's, and Client agrees that Client will not hold Attorney responsible

for an opinion that makes Client unhappy or disappointed. Client is aware that Attorney's opinion cannot be used as evidence in Client's case, so it will have no value in the event of a trial, and only limited value at the time of mediation, if mediation is scheduled in the future for Client's case.

6. **No Obligation to Return Items.** At the conclusion of this matter, Attorney will archive all items provided by Client as well as whatever is generated by Attorney, and no such items will be returned to Client. The duration of the archive shall be at least two years, after which Attorney may destroy all such items.
  
7. **Standard Terms and Conditions.** Client does not have to agree with the terms Attorney has proposed; neither the terms nor the fee Attorney charges is set by law. Client can negotiate with Attorney until Client signs. By signing, each party to this Agreement acknowledges and agrees that this is their sole and entire agreement, that no promises, representations or warranties have been made which are not contained in this Agreement, and that this Agreement cannot be changed except in writing, signed by both of us. Client has selected Attorney to provide this opinion on the basis of Client's independent review of Attorney's qualifications and experience, not on the basis of any promises or representations that have been made to Client by Attorney or any other person. Client understand that Attorney is admitted to the practice of law only in the State of California. Client understands that Attorney has not been retained to give tax advice and will not so do. Evidence and communications will be made primarily by email, and will be stored using cloud computing services.
  
8. **Client Understands This Agreement.** Client confirms the following:
  - a. Client understands the terms and conditions of this Agreement;
  - b. Client has had the time and opportunity to review this Agreement with Client's existing lawyer;
  - c. Client has no questions about the terms and conditions of this Agreement; and,
  - d. Client has received a copy of this Agreement, signed by Attorney.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Client

Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney at Law