



STANDARD RETENTION POLICIES

Except as modified in writing, these Standard Retention Policies and Engagement Letter Agreement shall govern your relationship with Burns, P.A. (“the Firm”).

NO GUARANTEES OR BINDING ESTIMATES

1. **No Guarantee Of Outcome:** The Firm does not and cannot guarantee the outcome in any matter. Comments about a matter’s likely outcome are only opinions.
2. **Estimates Not Binding:** Estimates and budgets by their nature are inexact, are subject to unforeseen circumstances, may need to be adjusted upward or downward as changes occur, and are therefore not intended to be binding.

FEE ARRANGEMENTS

3. **Hourly Fees:** Typically, the Firm calculates fees for services based upon the applicable hourly rates for the work performed. Nevertheless, the Firm may take into account additional factors, such as the work’s complexity, time limitations imposed, the issues’ novelty and difficulty, the extent of foregone opportunities in satisfying a client’s requirements, the amount in controversy, and the results ultimately obtained. The Firm’s schedule of hourly rates is based on experience, training, and level of professional attainment. The Firm’s rate schedule is reconsidered quarterly with changes effective the first day of each quarter.
4. **Other Fee Arrangements:** At other times, the Firm may agree to fee arrangements other than hourly fees, such as fixed fees for specifically defined projects or contingent fees for litigation matters. In such cases, the Engagement Letter Agreement will set forth the fee schedule, but all other terms of the Standard Retention Policies will still apply.
5. **Retainers:** The Firm sometimes requires retainers before rendering legal services. The Engagement Letter Agreement specifies the amount of any such retainer, and you agree to replenish or increase the retainer account upon request. Retainers are segregated in a trust account separate from the Firm’s operating account. The Firm may hold your retainer as security for the payment of any expenses or legal fees when due or apply your retainer to any legal fees or disbursements as they are incurred. You grant to the Firm a lien on and security interest in your retainer, together with all replacements and proceeds thereof. Upon concluding the representation, the Firm will return to you any unapplied portion of the retainer.
6. **Alternative Fee Recovery:** Should anyone other than you or your client(s) be required to pay attorney fees to the prevailing party pursuant to a fee-shifting provision or statute, such person will be required to pay you or your client(s) the greater of either (1) the amount that you or your client(s) were charged for the Firm’s services or (2) a court-awarded reasonable fee under the prevailing party provision or statute. “Reasonable fee” refers to the appropriate fee amount determined by the court after taking into consideration the reasonable number of hours expended and the reasonable rate to apply to those hours. A court-awarded fee may be reasonable although it is greater than the amount specified in the Engagement Letter Agreement. In turn, you will be required to pay any court-awarded fee to the Firm, minus any fees you already paid to the Firm.



BILLING

7. **Billing Statements:** Generally, the Firm prepares and mails billing statements on a monthly basis. Experience indicates that prompt billing and prompt payment enhances the working relationship, so the Firm expects immediate payment upon presentation. Billing statements are overdue if not paid within 15 calendar days of presentation.

8. **Costs:** While representing you, the Firm may incur expenses for certain ancillary services and disbursements (“costs”). Generally, the Firm will not charge you for local or long distance telephone connections, facsimile transmissions, file storage, or office supplies. The Firm will, however, charge you for the actual expense of other costs, including but not limited to filing fees, record preparation fees, transcript preparation fees, in-house or outside printing or photocopying, computerized legal research (prorated from the Firm’s subscription), notary service, postage, overnight or special delivery service, travel (including transportation, mileage, lodging, and meals), and third-party vendors.

9. **Review Of Billing Statements:** You agree to review billing statements within 7 calendar days of presentation and promptly raise any questions regarding the amounts and items billed. Untimely objections are waived. If you object to only a portion of a billing statement’s charges, then you agree to pay the remainder of the charges, which will not waive your objection.

LATE PAYMENTS AND COLLECTION ACTIONS

10. **Late Payment:** If you fail to pay a billing statement within 15 calendar days of presentation, the Firm reserves the right to assess a monthly service charge equal to 1.5% of all fees and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law.

11. **Disengagement:** If you fail to timely pay any billing statements without making mutually acceptable arrangements for delayed payments, (a) the Firm may stop providing legal services to you, and (b) your failure to pay constitutes your express and irrevocable consent to the Firm withdrawing its appearance as your counsel of record.

12. **Collection Actions:** If the Firm must file an action or proceeding to collect any late payment or monthly service charge, you shall pay for all expenses incurred in connection with collection, including without limitation all costs and attorney fees incurred. If the Firm’s own attorneys or paralegals pursue such an action or proceeding, you shall pay their standard hourly rates.

13. **Liens:** To the extent of any unpaid fees or costs, the Firm shall have a lien on any money judgment, award of costs, or award of attorney fees rendered in your favor.

TERMINATION AND CONCLUSION OF REPRESENTATION

14. **Termination:** You may terminate the Firm’s representation at any time. The Firm has the same right, but must give you reasonable notice to arrange alternative representation. Either way, you must pay in full all fees and costs incurred on or before the date of termination.



15. **Date Of Termination:** The representation will terminate at the earlier of when (a) you terminate the representation, (b) the Firm withdraws from the representation, (c) the Firm substantially completes work on your matter, or (d) twelve consecutive months pass without the Firm performing any work on your matter.

16. **Duties Upon Termination:** Upon terminating a representation, the Firm will no longer have any duties in connection with that matter to inform you of future developments or changes in law, or to monitor or notify you of deadlines.

17. **File Retention And Destruction:** Upon terminating a matter, the Firm will, upon request, deliver to you all original documents and electronic copies of all court filings and external correspondence. The Firm will not, however, deliver its internal files pertaining to the matter. Those internal files (*e.g.*, administrative records and attorney work product, including drafts, notes, internal memoranda, and research, prepared for the Firm's internal use) are the Firm's property. For various reasons, such as minimizing unnecessary storage expenses, or for no reason, the Firm may destroy or dispose of the Firm's files within a reasonable time after concluding the matter.

WAIVERS

18. **WAIVER OF RIGHT TO JURY TRIAL:** YOU UNDERSTAND AND AGREE THAT IN ANY DISPUTE ARISING OUT OF OR RELATING TO YOUR REPRESENTATION, YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

19. **WAIVER OF RIGHT TO RECEIVE PUNITIVE DAMAGES:** YOU UNDERSTAND AND AGREE THAT IN ANY DISPUTE ARISING OUT OF OR RELATING TO YOUR REPRESENTATION, YOU WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT YOU HAVE TO AN AWARD OF PUNITIVE DAMAGES AGAINST THE FIRM, ITS EMPLOYEES, OR ITS CONTRACTORS.

MISCELLANEOUS MATTERS

20. **Mandatory Choice Of Law, Jurisdiction, And Venue:** The law of the State of Florida shall govern, construe, and enforce all of the rights and duties of the parties arising out of or relating to the subject matter of the Engagement Letter Agreement and Standard Retention Policies, without regard to choice or conflict of laws. Additionally, you and the Firm irrevocably submit to exclusive subject-matter jurisdiction, exclusive personal jurisdiction, and exclusive venue in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida or the United States District Court, Middle District of Florida, Tampa Division, as appropriate.

21. **Entire Agreement:** The Standard Retention Policies and Engagement Letter Agreement supersede all other prior and contemporaneous written and oral agreements and understandings between you and the Firm and contain the parties' entire agreement. You acknowledge that the Firm has made no promises to you other than those stated in the Engagement Letter Agreement and Standard Retention Policies.

22. **Severability:** If any provision or portion of these Standard Retention Policies and the accompanying Engagement Letter Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and shall remain in effect.