

# RETAINER AGREEMENT

Ross C. "Rocky" Anderson  
Winder & Counsel PC  
460 South 400 East  
Salt Lake City, UT 84111  
(801) 322-2222

\_\_\_\_\_  
Date

[PLEASE FILL OUT:]

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City, State ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Re: Agreement to Retain our Firm as Legal Counsel

Dear \_\_\_\_\_:  
Your name

This will confirm you have retained our firm (Winder & Counsel ("W&C")) as counsel to perform legal services towards obtaining compensation from the United States government for unlawful invasions of privacy and violations of the right to be free from unreasonable searches and seizures. By signing this agreement, you represent that you had communications by text message, e-mail, or telephone at some time(s) between December 1, 2001 and February 24, 2002 when you or persons with whom you were communicating were located in Salt Lake City, Utah or within a one (1) mile radius of a venue of the 2002 Salt Lake Winter Olympic Games.

## **FEES**

You will pay us only if you receive a monetary payment. We have agreed to represent you on a contingent fee basis and we will be paid one-quarter (25%) of any judgment or settlement by the Attorney General reached after a complaint is filed with a court or one-fifth (20%) of the gross amount collected from an administrative settlement by an agency of the United States government. The firm is not obligated to undertake an appeal and both you and the firm must agree to undertake any such appeal. "Gross amount collected" means the amount collected before any subtraction of costs and other disbursements.

Our fees shall be paid in full at the time of receipt of recovery. If a court awards attorneys' fees

and costs, the amount of costs recovered shall be paid to our firm to reimburse us for costs advanced, and the amount of any attorneys' fee award shall, if allowed by law, be paid directly to our firm in addition to the percentage fees described above, and, if not allowed, shall be included in the gross amount of recovery for all clients on a pro rata basis according to the respective amounts paid to each client from a judgment or settlement.

### **COSTS**

In keeping with the contingent nature of our undertaking, you have no obligation to reimburse us for costs if nothing is recovered. As an accommodation to you, we may advance cost items on your behalf (such as filing fees, courier or messenger services, and travel expenses). Other expenses specific to your representation (such as expert witness fees, deposition transcripts, investigation expenses, telephone charges, photocopying and scanning costs, mailing costs, expenses associated with computer-assisted research and other computer programs, facsimile transmissions and receipts) may be advanced by our firm. We issue periodic statements by email, which include a detailed description of services rendered and expenses. Costs advanced by us or incurred but unpaid by you will be deducted from your portion of the recovery on a pro rata basis according to the relative amounts paid to each client from a judgment or settlement. You will incur a finance charge at 10% per annum on all costs incurred on a pro rata basis according to the relative amounts paid to each client. All gross amounts collected by all clients shall be applied first to accrued interest and next to costs incurred.

### **GENERAL CONDITIONS**

We cannot represent you if our firm has a conflict of interest with you. If you are a party to a legal conflict with some person or entity represented by our firm, please do not sign or provide us with the Retainer Agreement or the Form 95. If a conflict is later discovered, we will be required to terminate our representation of you.

As a general rule, it is the policy of our firm to provide you with copies of all correspondence and documents, whether received by or prepared by us. Unless you let us know otherwise, we will endeavor to do this by email to the extent possible. Should you at any time have questions concerning services we are performing, we are available for phone calls and conferences. We will make every reasonable effort to take your telephone calls when made, but trust you realize that may not always be possible. Accordingly, absent exceptional circumstances, it is also our firm's policy to attempt to return all telephone calls within 24 hours and emails within 24 to 48 hours.

In the event you subsequently decide, without reasonable cause, to discontinue pursuit of your claim or to discharge our firm, you agree we shall retain a lien on your claim either with or without substitute counsel on the basis of actual work hours expended at our customary hourly rates. Reasonable cause to discharge our firm is limited to a substantial breach of this agreement by the firm or any fact or circumstance which would render our continuing representation of you unlawful

or unethical. Written notification of such discontinuance or discharge will be effective upon receipt by the firm. Regardless of the reason for discontinuance or discharge, except in the case of an unrecognized conflict of interest arising prior to the date hereof or our substantial breach of contract, you have agreed to pay costs incurred by our firm on a per capita basis if you discontinue our representation of you.

The firm shall have the right to discontinue further representation of you for any reason or for no reason. In the event the firm withdraws from your further representation in the matter, you have agreed to allow a lien, as described above, upon any recovery you may subsequently obtain either with or without substitute counsel on the basis of actual work hours expended at our customary hourly rates. Without limiting our right to withdraw for any reason or no reason, we may withdraw because of your breach of this agreement, your refusal to cooperate with us or to follow our advice in a material matter, or the occurrence of any fact or circumstance which would render our continuing representation of you unlawful, unethical or otherwise inappropriate. Written notification of our withdrawal will be effective upon filing and mailing a copy to you.

This agreement confers upon W&C a limited Power of Attorney to collect any monies due to you by reason of any claims W&C is prosecuting on your behalf. This Power of Attorney includes the receiving of checks or drafts, and includes the endorsing of checks or drafts in your name, and includes the authority of W&C to cash and collect the amount of said checks or drafts and to deposit the funds into the firm's client trust account.

We have an electronic case management system and do not normally maintain hard copy (paper) files. We maintain the electronic client files for a period not to exceed seven years. After seven years, all files will be destroyed unless you notify us and make arrangements to retrieve the files.

In the event any dispute arises between you and our firm relating to the charging or payment of our fees, or if a claim of improper conduct, professional negligence or mishandling of your case arises, you agree that any such dispute or claim shall be settled by final, mandatory, binding arbitration in Salt Lake City, Utah, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in a Utah court having jurisdiction thereof.

You have a duty not to destroy any documents or research, including electronic records, which existed at or before the events giving rise to your case. We advise you not to talk about your case or matter with anyone other than your attorneys without prior discussion with us.

As with most legal matters, it is not possible to predict what the results will be. Although we can make no guarantee as to the outcome of any legal matter we handle on your behalf, we shall strive to handle these matters in a professional and efficient manner. You agree to devote substantial time and effort in assisting us with your matter and to timely respond to our inquiries.

If the foregoing accurately represents your understanding of our agreement, please sign in the space provided below and return the original to our office. Please make a copy for your records. If you have any questions concerning this or any other matter relating to our firm, please do not hesitate to contact us. We look forward to being of service to you.

Sincerely yours,

WINDER & COUNSEL

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ROSS C. ANDERSON

AGREED TO AND ACCEPTED BY:

← Sign & Date Here

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Client Name

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Date

**MANDATORY CONTACT INFORMATION**

Full Name: \_\_\_\_\_ Age: \_\_\_\_\_ D.O.B: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Work Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Were you located in Salt Lake City or within a one (1) mile radius of any Olympic Venue during the time period of December 1, 2001 and February 24, 2002?

YES \_\_\_\_\_

NO \_\_\_\_\_

During December 1, 2001 and February 24, 2002, did you send one or more text message(s) (\_\_\_yes \_\_\_no) or e-mails (\_\_\_yes \_\_\_no), and/or engage in a telephone call (\_\_\_yes \_\_\_no) while you or the person with whom you were communicating was located in Salt Lake City or within a one (1) mile radius of an Olympic venue?

Please provide any additional information you believe to be relevant: \_\_\_\_\_

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