

Andrew G. Watters, Esq.
Litigation and Trial Law Firm
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THE POLITE GUNFIGHTER® CCW LEGAL PLAN

This Legal Services Agreement (“Agreement”) is made on the above-indicated date in Redwood City, California between Andrew G. Watters, Esq. (“Attorney”) on the one hand, and _____ (“Client”), on the other hand.

I. AUTHORIZED MEANS OF COMMUNICATION WITH CLIENT

Until further written notice, Client hereby authorizes Attorney to communicate with Client by the following means (all are required):

A. At Client’s primary physical or mailing address, which is:

B. By email at the following email address(es): _____

C. By phone at the following phone number(s): _____

D. Attorney is authorized to communicate with the following individuals on behalf of Client in addition to Client:

E. Additional Client comments or further instructions regarding communication with Client:

Client agrees to notify Attorney in writing of all changes in the foregoing means of authorized communication as they occur.

II. PURPOSE AND SCOPE OF LEGAL SERVICES

Client hereby retains and employs Attorney to provide legal services to Client as follows: Attorney will handle up to one prospective and one actual civil litigation matter in California involving Client that arise out of self-defense incidents in which Client has exercised their rights and privileges under a then-valid Concealed Carry Weapons permit, and any other matters mutually agreed in writing. In the event Client is criminally charged in California as a result of a self-defense incident, Attorney will associate in a qualified criminal defense attorney from Attorney’s network at Attorney’s expense for up to one criminal case.

The legal services provided for in this Agreement include the filing or handling of any subsequent appeal, but not include post-judgment matters/collections. This includes bankruptcy in the event the client or an opposing party files for bankruptcy protection at any time in a case. Separate arrangements must be made for appellate matters and collections, or bankruptcies.

III. COOPERATION AND DUTIES OF CLIENT AND ATTORNEY

Client shall keep Attorney advised of all necessary information to ensure Attorney's ability to promptly communicate with Client at all times and support Client's interests. Attorney shall, in good faith, actively, vigorously and professionally pursue the purposes of the contract set out above. Client hereby authorizes Attorney to conduct any necessary investigation of Client and/or Client's claims, including but not limited to public records searches and related information.

IV. ATTORNEY'S FEES

Client's attorney fees and costs of litigation are included in the monthly retainer described below, however, in the event of a recovery against another party in any covered lawsuit, including a subsequent lawsuit for malicious prosecution in which Client has any recovery, Attorney shall have the right to attempt to recoup his fees and costs for the legal services provided under this agreement, solely out of the recovery, at the following rates:

\$750 per hour	Andrew G. Watters, Esq.
\$450-\$550 per hour	Of Counsel Attorneys
\$350-\$450 per hour	Associate Attorneys
\$150 per hour	Paralegals
\$150 per hour	Investigator
\$150 per hour	Assistant Investigator

Attorney and Attorney's personnel if applicable will keep track of time spent on the case in increments of one-tenth of an hour, rounded up for each particular activity to the next one-tenth of an hour. The minimum time charged for any particular activity will be one-tenth of an hour (six minutes). Client is informed that Attorney's rates are not set by law, but rather are negotiable between the Attorney and the Client.

V. COSTS

Attorney will advance all costs for Client's matter, however, in the event of a recovery, Client will pay all costs in connection with Attorney's representation of Client under this Agreement out of the recovery. Costs are due in addition to attorney fees. Items that are considered costs include, for example, deposition transcripts and expert witness fees.

VI. MONTHLY/ANNUAL PAYMENT

As authorized by [Rule 1.5\(d\)](#) of the Rules of Professional Conduct, Client must pay fifty dollars per month (\$50/mo.), with a one-year minimum term, as a "true retainer" that is earned immediately on receipt and is deposited into Attorney's operating account. This

payment is due before any work of any kind commences. **It is expressly understood that the retainer payments are non-refundable and are a reservation of Attorney's time during the period of retention.** In return for this "true retainer," Attorney agrees to be directly available to Client 12x7x365 via phone, text, and email during the representation (i.e., 7 a.m. to 7 p.m.), and on a best-efforts basis outside of those hours, which is far above and beyond the normal practice of attorneys. Attorney also agrees to provide up to one hour of legal advice and consultation every two years Client is in the program. Mock trials and training shall be charged under separate arrangements and a price list provided by Attorney, the terms of which may be changed at any time.

Client is advised that, to the extent any flat fees or deposits may be agreed to at some point in the future, Client has the right to have the fees deposited into Attorney's IOLTA (trust account) until earned, pursuant to [Rule 1.15\(b\)](#) of the Rules of Professional Conduct, and Client is entitled to a refund of any such un-earned fees.

VII. DEPOSIT FOR TRIAL

Not applicable.

VIII. STATEMENTS / PAYMENTS / LATE CHARGES

Not applicable, except to the extent that Client is entitled to an accounting of hours and costs in the event of a recovery out of which Attorney seeks to recoup his fees and costs, as described above.

IX. WITHDRAWAL OF ATTORNEY

Client may terminate Attorney at any time, but if Attorney has already started work on a litigated matter, Attorney shall have a lien on Client's recovery in an amount equal to the reasonable value of his services at the time of discharge, plus all costs incurred. Attorney, if he seeks to be relieved as counsel for any reason authorized by law, must file a motion to be relieved with the court if Client does not consent to Attorney terminating the arrangement. Subject to the foregoing and only as permitted by law, Attorney may also terminate Client in the event (1) Client is unable or unwilling to cooperate in Client's legal matter; (2) Client states or admits to anyone that they did not actually act in self-defense, thereby eliminating the defense of self-defense; (3) Client is delinquent on monthly payments for more than fifteen calendar days; or (4) Client otherwise makes it essentially impossible for Attorney to effectively represent Client.

X. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties regarding the subjects covered thereby. There are no side deals, oral understandings, or other separate arrangements not contained in this Agreement. No other agreement, representation, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

XI. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be amended or modified by subsequent agreement of the parties only

by a writing signed by both of them or an oral agreement to the extent that the parties carry it out.

XII. ARBITRATION OF FEE DISPUTE

Before resorting to litigation, Attorney and Client shall first attempt to arbitrate any disputes over attorney fees using a fee arbitration program approved by the State Bar of California. Client is advised that fee arbitration is optional for Client but mandatory for Attorney (though the award shall be nonbinding).

XIII. PROFESSIONAL LIABILITY INSURANCE

Attorney represents that he has professional liability insurance with a policy limit of two million dollars (\$2.0 million), and Attorney's policy is available on request to Client.

XIV. WAIVER OF CONFLICT

Not applicable.

XV. EXECUTION

The signature of any party herein to a copy of the original contract shall be as valid and binding as though endorsed on the original, which shall be maintained by Attorney. This agreement may be executed in counterparts.

Executed on and/or effective as of the day and year first above written.

Client



Andrew G. Watters, Esq.
Owner

Instructions:

1. Return completed, signed agreement to info@politegunfighter.com plus a copy of your CCW permit and photo identification.
2. Once approved, arrange monthly payment by calling in card information (2.5% additional charge), or setting an autopay by mail or ACH. If the annual plan fee is paid up front, Attorney waives the 2.5% card processing charge.