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# SPIRE LAW GROUP, LLC

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## **SENSITIVE AND CONFIDENTIAL**

### **ATTORNEY-CLIENT PRIVILEGED RETENTION AGREEMENT**

**(This may be a modification to an existing retention agreement.)**

This is either an original retention agreement or a modification to an existing retention agreement. In either event, read this document carefully and pay close attention to the items in bold as they represent modifications to our standard retention agreement.

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We appreciate your confidence in asking us (the "Firm") to represent you personally, as well as various entities you may control as identified by you after the date of this Agreement (hereinafter "you" or "your"), as your personal counsel and on matters you may refer to the Firm from time to time. The Firm's responsibility shall be to zealously and vigorously protect your personal legal rights, to conduct litigation for you as you have directed or will direct against various financial institutions for violating their legal obligations toward you that you represent is evidenced by documents in your files justifying legal action.

Such representation shall include any and all trials growing out of litigation, in the event you so direct. In any and all matters, you agree that we are trial counsel in connection with all litigation matters you undertake. This provision is a material factor inducing our execution of this retainer agreement. In the event we are not lead counsel in this matter at any time, the Firm shall be excused from representing you in any way hereunder. (This letter agreement is hereafter referred to sometimes as "Representation," "Engagement," and/or as "Agreement.")

Until terminated in accordance with its terms or until amended in writing in the manner set forth below, this letter agreement and all exhibits appended hereto (hereinafter "Agreement") shall cover the entirety of the Firm's evaluation and/or services in connection with the Representation.

You agree to be truthful and forthright with us at all times during the Engagement, and such obligation is a material factor inducing my representation of you hereunder.

In the event you have no other retention agreement of any kind with the Firm and bearing the signature of the Firm, you acknowledge and agree that the Firm has not, at any time, whether directly or indirectly, acted as your lawyer or counsel on any matter. This Agreement, therefore, encompasses the entirety of the scope of obligations of both you and the Firm with regard to the Representation; and it is retroactive to the date we first provided legal services for you.

To a great degree, our relationship with you as your attorney is governed by both this Agreement and the California Rules of Professional Conduct. (You acknowledge that you have received and reviewed the California Rules of Professional Conduct and discussed same with separate counsel or had an opportunity to do so. They are at [www.calbar.org](http://www.calbar.org).) You are aware that one founding member of the Firm, Mitchell J. Stein – the lawyer known as the “Doberman” by news agencies and home owners alike (by the International Olympic Committee and Warner Bros. alike), and the lawyer who previously represented the FDIC and the RTC and the United States of America – has been designated as an “inactive” member of the California Bar as of January 1, 2012. You further understand that Mr. Stein is nonetheless licensed to practice law and continues to do so in federal courts across the country<sup>1</sup>. This is the lawyer who has been indicted and sued by the Federal Government regarding an FDA-approved ECG heart device, and is in a series of lawsuits against Kamala Harris (a relative of Barack Obama) who is the California Attorney General. Also, you are aware that Mr. Stein represents numerous plaintiffs who are suing the government (State and Federal) across the Country to end what he and many others (e.g., CBS news) believes is corruption that has caused this banking crisis. Indeed, Mr. Stein has already appeared in a CBS interview regarding the corruption and the banking crisis. Mr. Stein is authorized to practice law in federal court and is representing hundreds of plaintiffs there in California and elsewhere. **It is because Mr. Stein is the only lawyer “going toe to toe” against the government and their corrupt banking partners that you wish to retain the Firm. This is a material factor inducing the Firm’s execution of this Agreement. The Firm would not enter into this Agreement absent your express and specific intention that you wish to be involved with Mitchell J. Stein.** Additionally, you understand the Firm has other partners, associates and lawyers who are not on “inactive” status including James N. Fiedler who was previously in charge of operations for Universal Studios and Sony Corporation, Eric Wittenberg who is an Ohio lawyer practicing in numerous states and one of the most prolific writers of the Civil War in America – having published numerous books. In California, the Firm has agreements with many lawyers, including Erikson M. Davis who has extensive experience in the banking crisis and surrounding litigation. All of these lawyers will be coming in to represent your interests as a nationwide team. **It is now a fierce battle against the government and their partners the banks, and this is true for all home owners and all citizens. We will vigorously and zealously represent you to prevail in this “battle of evermore.”** We appreciate that you have sought out the Firm, because it is the only Firm that does not advertise its services but nonetheless is taking on the government and their partners the banks nationwide in connection with this period of American history involving “Chicago politics” and “corruption.”

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<sup>1</sup> Contrary to State Bar representations reported to the Firm, Mr. Stein has not been “disbarred” or anything close thereto.

You acknowledge that you are experienced and sophisticated, and are familiar with the Rules. However, the firm still encourages you to carefully read the excerpts of the California Rules of Professional Conduct, as well as the entire set of those rules as available on the worldwide web, prior to entering into this Agreement.

You should review these Rules and this Agreement with other representatives of your choosing prior to entering into this Agreement, and you have represented that you have had a full opportunity to do so and have in fact done so.

In connection with this Agreement, you are hiring Firm personally on all matters related to the Representation. You understand that this Representation is likely to call for an extraordinary expenditure of our time and energy and represents, in general, a substantial risk to numerous business opportunities that we are involved with in view of the time-expense that is contemplated.

Furthermore, you understand and acknowledge that you are responsible to pay all fees and costs set forth below in connection with this Representation and the failure to pay costs represents a reason for withdrawal as counsel under the California Rules of Professional Conduct.

Naturally, you must approve all costs before they are paid – but as an experienced person you understand that certain costs are mandatory. In any and all events, however, we have agreed to act as your personal lawyer under the items you refer and we agree to handle. We are not responsible for any appellate work with respect to this Representation absent a separate agreement signed by us, however, you acknowledge that we may undertake such appellate work in our discretion if we believe it is best to protect the interests hereunder.

We have agreed to the following fee structure and bases for and with respect to all of our services hereunder:

**In exchange for our representation of you in litigation you intend to initiate, as disclosed by you, the Firm shall be paid an up-front, non-refundable, non-creditable, fully earned, retainer in the amount set forth in Exhibit “A”. We shall include you in the litigation matter you choose and shall proceed to assure that all aspects pertaining to your home loan are immediately litigated to judgment or best-case settlement.**

**[Furthermore, you have requested entry into the Firm’s Foreclosure Mitigation Department and the Firm has accepted and approved you for entry into that Department. You understand and agree that there are no guarantees regarding eliminating any particular foreclosure sale or stalling the process in any way. However, you also understand and agree that the Firm has successfully worked with home owners and their counterparty financial institutions in order to gain postponements of foreclosure sales. While in your case there can be no guarantee regarding any outcome, you nonetheless wish to be included in the Foreclosure Mitigation Department, which is managed by long-term California Bar member James N. Fiedler and includes staff at the Firm and third party vendors. In exchange therewith, you agree to pay the Firm the monies set forth at the**

**conclusion of this retention agreement which are non-refundable and non-creditable (“true retainers”) the moment they are paid by you. (Clause not binding unless and until initialed hereafter.)**

Client \_\_\_\_\_

Firm \_\_\_\_\_

These payments shall completely satisfy your payment of fees and costs due the Firm as referenced above with the exception of our contingency interest in this case which you agree is thirty percent (30%) of the gross amount recovered by you in the lawsuits (if any). The term “gross recovery” shall mean the total amount of consideration received by you as a result of our representation – directly or indirectly – before deduction of any costs, fees or otherwise. This contingency fee shall apply to principal reduction of notes but shall not be applied to interest rate reductions which could result in lower monthly payments to the lender.

Any consideration paid to the Firm shall not alter, modify or change the foregoing requirement of you to pay fees and costs for the representation as set forth above. **In the event such sum is non-monetary and requires valuation, we agree to negotiate in good faith regarding the valuation and the judgment and decision of the firm after such negotiation is final, subject to your right to dispute as set forth herein.**

This relationship shall continue until terminated by either of us in writing in the manner set forth below. If you elect to terminate the relationship at any time, no money shall be refunded to you and our contingency interest shall remain. **You agree and acknowledge that the fee you pay to our Firm at the inception of this Representation is a non-refundable, non-creditable retainer. Our fees are deemed fully earned upon our receipt.**

You are obligated to reimburse the Firm for costs in this representation, including time spent by other lawyers approved by you, travel expenses, facsimile charges, filing fees, service or investigative fees, experts, record securement, deposition fees, trial costs, parking, postage, photocopying expenses (at 25 cents per page), phone charges and other standard costs, all of which costs shall be reimbursable by you within thirty days of our incurring them.

While you are paying the Firm the foregoing monies, you acknowledge that the Firm – at any time – can apply to the Court for payment of its costs if that becomes appropriate. You are instructing the Firm to keep those monies. **Other than as approved by the Court, you are only obligated for the costs as set forth above.**

**The reimbursable costs referenced herein are recoverable as Court costs, but you shall never be required to pay additional fees or costs to the Firm after your initial retainer payment. The Firm shall be entitled to seek recovery of those costs from the Court, opposing counsel, the opposing parties, or from settlement proceeds.**

In addition, you acknowledge that we intend to – and may – enter into separate contingency and other forms of consideration from time to time. Any of such consideration paid to the Firm shall not alter, modify or change the foregoing requirement of you to pay fees and costs for the representation as set forth above.

The foregoing legal retention has been arrived at through careful negotiations that included consideration of factors well beyond the amount of time spent and to be spent hereunder, including, without limitation, the novelty and complexity of numerous issues in the matters involved in the Representation, the amount of fees we are anticipated to be advancing or incurring for the Representation, the skill required to handle the Representation, our familiarity with the specific area of the law on a variety of topics particularly in the law in your matters, which are viewed at the core of each and every possible matter relating to the Representation, the preclusion of other engagements and opportunities caused by our acceptance of this long-term engagement and Agreement, the magnitude of the Services as you have described it, the long-term historical competency you know about regarding our Firm's work in general, your inability to obtain other counsel that you feel is capable of handling the issues you wish to have counsel on, all of the services you wish to have us provide in connection with the Representation, your strong desire to have the Firm execute this Agreement and ultimately to make legitimate attempts to achieve your objectives.

The Firm shall neither provide you with bills for our services, nor shall we maintain time sheets or other time records relating to our Representation, unless such pertain to matters that may be reimbursable in any civil action you may bring or be forced to defend, including the foregoing described actions. In that case, you authorize the Firm to track its time and to apply to the Court for payment of our legal fees and we shall keep all monies paid therefrom. Our fees range from \$200.00 per hour all the way up to \$750.00 per hour.

To secure payment of any fees, costs or expenses due the Firm hereunder, you hereby grant to the Firm a lien on all claims you have and on any sums which may be recovered by you or received by you in the form of, or by way of, payment, settlement, award, judgment, your personal business, or otherwise.

We shall further have the right to receive and negotiate any check, draft or cashier's check constituting the proceeds of any payment, settlement sum, or judgment amount and may retain therefrom any and all fees and expenses due to me hereunder. This Agreement shall act as a power of attorney to negotiate any draft, receive any wire transfer, check, cashier's check or other negotiable instrument offered as payment to you. All payments are due in the manner set forth herein and you agree to pay prejudgment interest at the legal rate in the event that we are compelled to take action to collect any unpaid sums.

You acknowledge that the Firm has not made and will not make guarantees regarding the successful outcome of the litigation, and all expressions we make are matters of opinion only. **You agree that you shall not rely upon any statement we make as a guarantee in any way, shape or form.** Rather, you agree that any statement we have made in the past or do make in the future constitutes a good faith expression of opinion, is tentative, and is not promissory. The Firm's opinions are not guarantees and are subject to revision as matters within the area of our Services may develop or change, or more facts may become known or available.

We have advised you of your rights to file bankruptcy. In the event you chose this option in the future, such retention shall require a new and separate retention agreement.

This Agreement does not take effect until the true retainer set forth below is deposited and successfully negotiated and until this Agreement is fully executed.

You and your personal representatives have reviewed the California Rules of Professional Conduct and understand all of your rights and privileges, such Rules being fully incorporated herein by reference as though fully set forth.

You are not bound to keep the Firm as your counsel by this Agreement and you are free to terminate this Agreement at any time. Should you elect to terminate this Agreement, however, you may be liable to the firm under applicable law for legal fees owed to us.

Any termination of this Agreement by you or us must be in writing sent certified mail return receipt requested. In the event a court proceeding is initiated on your behalf by the Firm, we can only terminate this Agreement in certain rare circumstances. Otherwise, you agree that we can terminate this Agreement for convenience.

**Following any termination of this Agreement – whether through its expiration or through a written notice of termination – we shall remain bound to maintain inviolate all attorney-client privileged information absent a lawful reason for the disclosure of such information (e.g., litigation between us).**

Upon any termination of this Agreement, (a) no money paid hereunder is terminable or refundable, as all money paid hereunder is non-refundable and non-creditable the moment it has been paid in accordance with the terms hereof and (b) all money you still owe hereunder must be paid in full and (c) any termination under this Agreement shall in no way operate to terminate, modify or otherwise alter in any way any covenants contained herein.

You agree that the Firm is licensed in the State of California, however, these cases may be filed by licensed attorneys in various states. To the extent counsel in other States is necessary in the Firm's discretion; you authorize us to hire such personnel within our sole discretion and at our cost. You will not be required to compensate other lawyers with whom we associate, but we will expect you to communicate and cooperate with lawyers, paralegals, law clerks, and others working with us on your behalf.

If any covenant, condition, term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, or if the application thereof to any person or in any circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, condition, term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The firm self-insures – and does not maintain errors and omissions insurance – and thus has no malpractice insurance whatsoever.

You have read this Agreement fully and completely, and have had all of your questions answered fully regarding same. By signing this Agreement, you acknowledge and accept the terms and conditions contained herein.

This Agreement, governing a relationship with a California-licensed lawyer, is governed by California law. This Agreement is not binding until each page is initialed on the bottom right hand corner and until all parties fully fill out and sign this Agreement.

In the event of any dispute under or relating to the terms of this Agreement, or the breach, validity or legality thereof, you agree that the same shall be submitted to arbitration in Los Angeles County, California before, and in accordance with the rules promulgated by,

JAMS, End Dispute, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and shall be final and binding between the parties hereto. By signing this Agreement, you waive, relinquish and give up – from now until forever – any right to a trial by jury regarding any dispute against the Firm. This causes us to have to restate the foregoing in bold:

**BY SIGNING THIS AGREEMENT, YOU ARE WAIVING AND RELINQUISHING FROM NOW UNTIL FOREVER ANY RIGHT TO LITIGATE AGAINST THE FIRM BEFORE A JURY IN ANY WAY, SHAPE OR FORM, IRRESPECTIVE OF JURISDICTION OR VENUE OR THE NATURE OF THE DISPUTE.**

The prevailing party in the arbitration shall be entitled to recover any and all reasonable attorneys' fees and other costs incurred as a result of the arbitration proceeding.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings -- whether oral, written or both -- of the parties with respect to the subject matter hereof. In the case of this particular

Agreement, there have been no prior or contemporaneous agreements, representations and understandings between the parties and the only agreement that formed the topic of negotiations and discussions is contained herein. The parties agree that this Agreement may not be modified and that no attempted modification of the parties shall be binding upon either party hereto unless confirmed by a written instrument executed by both parties to this Agreement.

Accordingly, this Agreement may not be so modified by a writing that is unsigned by one or both of the parties hereto and it may not be modified by any oral amendment, oral agreement or other oral modification. In fact, any oral amendment or written modification that remains unsigned by both parties is invalid in that the parties intend that there is no consideration for any future promises that are not contained in writing and the parties specifically wish that this be the case.

All parties hereto acknowledge, recite, stipulate and agree that (a) time is of the essence hereunder, (b) they have received all approvals necessary under fact or law for them to execute this Agreement and enter into this attorney-client relationship, (c) they will provide the other in a

truthful and forthright fashion with all information necessary for each party to effectively and successfully carry out the terms of this Agreement as applicable to each party.

**This Agreement is a binding legal document with significant consequences. All parties hereto stipulate and recite that they have been advised by separate representatives to their satisfaction with regard to the advisability of entering into this Agreement.**

While such extensive consideration of fees and costs and the reciting of our mutual responsibilities may seem unduly commercial, we have found that it aids in the development of good relationships with our clients.

Sincerely,  
**SPIRE LAW GROUP**

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By: **JIM FIEDLER**  
Managing Partner

The foregoing terms and conditions accurately summarize and confirm my approval of and agreement to the above Agreement in all of its particulars:

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Signature Here

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Signature Here

Please neatly print the following:

Name:

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Dated:

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Address (Home):

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City, State, Zip:

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Facsimile:

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Telephone:

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Mobile:

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Email:

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True Retainer Paid:

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Please neatly print the following:

Name:

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Dated:

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Address (Home):

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City, State, Zip:

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Facsimile:

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Telephone:

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Mobile:

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Email:

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True Retainer Paid:

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From Article at GetOutOfDebt.org

*NOTE: This Agreement will become effective when countersigned by the Spire Law Group, LLP herein below. This contract will be entered into on the date it is countersigned in Los Angeles County, California and jurisdiction of any disputes thereafter will be under the jurisdiction and venue of the Los Angeles County, California Courts.*

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

SPIRE LAW GROUP, LLP

By: \_\_\_\_\_

Administrative Signature of Managing Partner

From Article at [GetOutOfDebt.org](http://GetOutOfDebt.org)

**Exhibit "A"**

The following is the Non-Refundable and Non-Creditable True Retainer Fee paid pursuant to the foregoing legal Retention Agreement: \$\_\_\_\_\_.

The following is the Non-Refundable and Non-Creditable True Retainer Fees paid for acceptance into the Firm's Foreclosure Mitigation department, to wit:

\_\_\_\_\_ "Flat Plan" -- Single yearly payment to cover your continued enrollment into the Foreclosure Mitigation Department for one year from the date of execution of this Agreement.

\_\_\_\_\_ "The Monthly Plan" -- which must be made on the first day of each month -- to cover your continued enrollment into the Foreclosure Mitigation Department on a monthly basis for so long as you comply with the conditions of this retention agreement.

\_\_\_\_\_ "The Pinpoint Plan" -- payments, which must be made on the first day of each month you wish the Firm to provide Foreclosure Mitigation services to you. The Firm must be given at least fifteen (15) days prior written notice -- and payment at that time -- in order for you to receive services from the Firm's Foreclosure Mitigation Department during the thirty (30) days after your payment.

Client \_\_\_\_\_

Firm \_\_\_\_\_

