

THE LANGEL FIRM

A LITIGATION FIRM

225 BROADWAY, SUITE 700
NEW YORK, NEW YORK 10007
TEL. (718) 288-8518
FAX (646) 964-6682
JESSE@THELANGELFIRM.COM
WWW.THELANGELFIRM.COM

RETAINER AGREEMENT

Daniel May (“you”), hereby agrees to retain Jesse Langel, Esq. (“me”) of The Langel Firm, on the terms set forth below:

I. SCOPE OF REPRESENTATION

You are hiring me to represent you in the following matter:

Card Service International v. Daniel May d/b/a Infinity Securities, Monroe Supreme Court, Index # 2711/05

You have retained me to assert your rights aimed at vacating or satisfying through settlement the default judgment in the above action. We agree that I will first offer to settle this matter for \$500 and obtain a satisfaction. I will relay to you any rejection or counteroffer before proceeding.

I will act as your litigation counsel. If I am unable to settle this matter, I will file a motion seeking to vacate the default judgment entered against you based on a lack of jurisdiction. Then I will challenge the action’s jurisdictional and/or substantive validity depending on the case. I may need to conduct a traverse hearing to determine the issue of jurisdiction. If necessary, will serve and file an answer and represent you until conclusion of the matter. I am hired to resolve the debt to its conclusion, which means dismissal, voluntary discontinuance, settlement, or if necessary, trial. I will provide legal services reasonably required to represent you, and will take reasonable steps to keep you informed of the progress in the matter and to respond to the your inquiries. You understand and agree that I may need to hire outside counsel to handle court appearances in Monroe County to the extent necessary. You will not be charged anything extra other than the fee agreed upon in this retainer. I will ensure that all settlements, stipulations, agreements, dismissals, discontinuances, and/or judgments are filed with the court and copies are forwarded to you.

II. ATTORNEY FEES

If I am able to cause a settlement and satisfaction of this judgment prior to seeking court intervention, you agree to pay me \$500. If our settlement offer is rejected and negotiations fail, you agree to pay me \$2,750 for all legal services until conclusion of this matter as described above. I will keep \$2,250 in Escrow and return that sum if court intervention is not necessary.

III. COSTS

I agree to pay for all legal costs incident to representation. Costs typically include, but are not limited to, court reporter fees, deposition transcript costs, process servers' fees, court filing fees, travel expenses, computerized research charges, investigative expenses, copying charges, telephone calls, postage, faxes, and other incidental expenses.

IV. WITHDRAWAL OF COUNSEL

You may discharge me at any time. I may withdraw from representation with your consent or for good cause. Good cause includes, but is not limited to, your breach of this Agreement, your refusal to cooperate with me or to follow my advice on a material matter, or any fact or circumstance that would make my continued representation unlawful or unethical.

V. SETTLEMENT AUTHORITY

No settlement of any nature shall be made on behalf of you without your approval, nor shall you obtain any settlement without my notice and complete knowledge.

VI. NO GUARANTEE

You understand that while I am confident in the strength of your defense, I have guaranteed no particular results and that this agreement is not based upon any such promises or anticipated results. You understand that even a successful defense of this action may not result in a cure or prevention of any derogatory mark on any credit report relating to the alleged underlying delinquency of the debt.

VII. FEE DISPUTES

We will obviously seek to avoid any fee disputes. In the event a fee dispute arises, you may have the right to seek arbitration. Should you wish to seek such arbitration, you should notify me in writing and I will provide you with the information required to file for such arbitration with the Fee Dispute Arbitration Program of the New York County Lawyers' Association.

Dated: ____/____/2010

Daniel May

Jesse Langel, Esq.
The Langel Firm
225 Broadway, Suite 700
New York, NY 10007