

# LAW OFFICE OF SALVATORE RITACCO, LLC

149 LIBERTY STREET • PAWCATUCK CT • 06379



Client or Prospective Client  
149 Liberty Street  
Pawcatuck, CT 06379

RE: Introductory documents

## **POLICIES AND PROCEDURES**

Prior to discussing your case we must inform you that we are not forming an attorney-client relationship at this time. The Law Office Salvatore Ritacco, LLC (hereinafter Ritacco Law or “RL”) Policies and Procedures will govern our relationship, along with any additional terms put in writing to you. Absent agreeing to our terms, we cannot represent you.

Prior to our meeting, we will obtain limited information from you to determine whether we have a conflict with representing you. We ask that you not provide any sensitive material until we inform you, we are retained. RL reserves the right to represent current clients, prospective clients, and prior clients even after our representation has concluded in accordance with the Rules of Professional Conduct governing Connecticut lawyers. We ask that you fully disclose all parties regarding your matter so we may complete a conflict check. If you provide sensitive information prior to a conflict check, we may decide not to take your case and we may represent the opposing party. This conflict check is based on the information provided about all parties and any possible plaintiff or defendant. If at all inaccurate, you agree that you waive any objection to representing the other party. You agree to indemnify and hold RL harmless against all liabilities, claims, damages, causes of actions, judgments, costs, and expenses incurred by RL in connection with or arising out of any matter you did not provide all necessary or requested information for all the parties necessary for a conflict-of-interest search. If a conflict exists, you agree to waive that conflict if you supplied inaccurate information. You agree to sign an informed consent form if necessary, to cure a conflict issue. If a specific member of our office has a conflict, you agree that another attorney may handle your matter as permitted by law. Should you not be willing to do so, we cannot represent you at this time. Certain conflicts will require that you obtain independent counsel to waive a conflict of interest. In select cases, RL will recommend counsel for you to make an informed decision. Should we have a matter outside the specific matter we were retained to represent you, you agree that we may represent the opposing party for a future matter.

Prior to any consult, our office will contact you for additional information. For our consult, we will spend fifteen (15) to thirty (30) minutes discussing your case. Our billing will begin prior to entering into a formal retainer agreement. You agree to pay the following hourly rates for time spent by RL: \$350 for co-counsel, \$300 for Attorney Ritacco, \$200 for legal researchers, and \$150 for paralegal services, and \$90 for any additional support staff. These rates may increase annually with prior written notice. You will be responsible for any fees and costs.

If our initial conference lasts for one (1) hour and we are retained, we will not charge

you thirty (30) minutes as an automatic courtesy discount. Please arrive fifteen (15) minutes prior to any appointment for any administrative questions or follow up. If we are available, we will meet with you immediately. We also ask for 24-hour notice prior to cancelling any appointment. If you fail to come to your appointment, we will charge you for the full consult time. If you fail to show up for two (2) appointments, we ask that you place two (2) hours of time into our retainer account for further legal services. Sometimes we will be required to finish a consult early or may be required to reschedule last minute. We do apologize in advance as we do not purposely cancel or make you wait for any reason. If either party is more than fifteen minutes late, we will either reschedule, shorten the time for a consult or extend the consult if possible based on RL's schedule.

If your case is time-sensitive, we ask that you state exactly what is pending. Urgent matters will require an upfront retainer to clear unless made by wire transfer and written confirmation of the transfer is provided. We cannot represent you without an available retainer payment and an agreement as to the terms of representation. We are under no obligation to represent you until you and any guarantor(s) accept the terms herein and accept the terms referenced in the retainer letter. To facilitate this transaction, you, and any guarantors, may conduct this transaction by electronic means and indicate your intent to enter this agreement by conduct and/or electronic signature. A digital or electronic record of this agreement shall be considered the equivalent of an original for all purposes. If this is a residential real estate matter, we will provide a retainer letter and agreement immediately so you may move forward with the transaction. Any ancillary matters to the closing may require an advance retainer payment.

If we work with co-counsel on any case, we will not request a copy of their malpractice insurance. We trust that they are covered, but you must specifically request this information if you are at all concerned. We are sure to check that they practice a particular area of law yet cannot make any guarantee or comment regarding their service. The terms of our retainer letter and/or fee or retainer agreement will control the relationship with co-counsel unless you sign any amendment or new fee agreement. If we work with co-counsel on your case, we will not request any referral fee.

All forms, documents, questionnaires, and other material created and/or supplied by RL remains the property of RL. You agree not to disseminate any material to any other party, including but not limited to prior, current, prospective clients, family and friends unless requested to do so by our office in writing and they agree to these terms by indicating they understand these terms. Certain matters will require our office to withhold confidential information such as a non-redacted police report or financials from a third party.

If we cannot represent you, we may recommend counsel we believe may be able to help. Any referral fee provided will not be charged to you under any circumstance. We request that you sign a fee agreement with any attorney we refer you to only after you have read and understand the terms of your agreement. We are sure to check that they practice in the area of law yet cannot make any guarantee or comment regarding their service other than to state we would not refer them if we had any knowledge of malpractice on their part. We do not request a copy of any malpractice insurance on your behalf.

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If we are not retained, any information provided, other than your contact information, will be discarded. We will return any hard copies of documents provided. RL agrees not to disclose any sensitive information regarding your matter.

If you have any questions whatsoever, please feel free to write your questions on the enclosed form. We again thank you for taking the time to read the above material. We are required to notify you regarding much of this information and find that it is easier to do so when it is in writing rather than spending your valuable time during our consult reviewing the enclosed.

We appreciate the opportunity to work with you to accomplish your goals.

Very truly yours,  
LAW OFFICE OF  
SALVATORE RITACCO, LLC

By Salvatore Ritacco  
Salvatore Ritacco

SR/dap  
Enclosure(s):