UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
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GEORGE THORSEN,

Plaintiff,

-against-

ORDER
CV 03-1022 (ARL)

COUNTY OF NASSAU, et al.,

Defendants.
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LINDSAY, Magistrate Judge:

Before the court is the defendants' motion to compel the plaintiff to produce his retainer agreements with Louis Stober, Jr., L.L.C., which the defendants contend will show if the plaintiff was being charged an hourly rate or whether the fee was to be on a contingency basis. The defendants argue that this information is relevant to the issue of attorneys' fees presently before the court. The plaintiff opposes the motion arguing that the retainer agreement is privileged and irrelevant to his motion for attorneys' fees because the rate he charged in 2000 and 2003 should have no bearing on current hourly rate to be awarded. While the plaintiff is correct that his counsels hourly rate "ten years" ago is irrelevant to the court's determination, the retainer agreement is not per se privileged. *See Funke v. Life Financial Corp.,* 2003 U.S. Dist. LEXIS 7237 * 2 (E.D.N.Y. Apr. 29, 2003). Nor does the plaintiff's opposition letter suggest that the retainer agreements contain specific privileged communications. Accordingly, the motion to compel is granted, part. The plaintiff shall produce those portions of the retainer agreements that reflect the hourly rate charged or the contingency fee arrangement by September 3, 2010.

Dated: Central Islip, New York
August 30, 2010

SO ORDERED:

_____**/s/**_____
ARLENE ROSARIO LINDSAY
United States Magistrate Judge