

Brunner & Brunner Co., L.P.A.

A Legal Professional Association

545 East Town Street
Columbus, OH 43215-4801

EXHIBIT 1

76767-120

1531

(614) 241-5550
1-800-776-3158
Facsimile (614) 241-5551
Brunnerlaw @AOL.com

Principals
Rick L. Brunner
Jennifer L. Brunner

Associates
Edwin L. Kirby, Jr.
Patrick J. Piccininni*
David R. Funk
*Also admitted in Illinois

Of Counsel
Kaye Piester Will
W. Joseph Edwards
Richard A. Slee
Eric L. Weeden

January 18, 2000

Via Telefax 856-0335 & U.S. Mail

Michael Joseph Eagle
a.k.a. Mike Eagle
12600 Wheaton Avenue
Pickerington, OH 43147

Target America
1500 Brice Road
Columbus, OH 43068

Re: Representation

Gentlemen:

The purpose of this letter is to confirm the terms and conditions under which our firm will undertake representation of Michael Eagle in connection with his disputes with Jim Miles and his affiliates related to or concerning Automotive Retail Technologies, Inc., a.k.a. ART and/or Automotive Retail Technologies.

Our services are billed on an hourly basis, with time being charged in quarters of an hour, i.e. fifteen-minute blocks. Our rates for attorneys range from \$195 per hour to \$110 per hour, depending on the level of experience and expertise of the attorney assigned to perform work on your behalf. These billing rates are subject to change from time to time by the firm, with advance notice.

Although I will be the attorney responsible for this engagement, various portions of the matter may be delegated to other firm lawyers or of counsel attorneys. Staffing is based on the complexity of issues encountered and urgency. We will utilize when appropriate, with partner supervision, the services of associate and of counsel attorneys and paralegal staff to produce lower blended hourly rates. Time devoted by paralegals is to be charged at the billing rate of \$80 per hour, which also may be adjusted from time to time, with advance notice.

In the event we encounter issues that require special attention, we will not hesitate to call upon individuals with experience and expertise that equate them to address the

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specific issues in question. In the event that we must hire such an attorney or paralegal who is outside of this firm, we will verify that there are no conflicts of interest, and no such hourly rate charge by the attorney or paralegal will be higher than that charged for comparable personnel of our firm without your prior approval.

Following is an explanation of other terms relating to this engagement. Experience has shown that the attorney-client relationship works best when there is a mutual understanding about these matters. We have found that clients appreciate a clear understanding at the outset of methods of determining fees and procedures for billing and payment.

SCOPE OF WORK LIMITATIONS: The scope of work and limitations on the services to be performed on your behalf will be to represent you in the matter(s) specified above, and will be in accordance with discussions with you from time to time.

Time spent on matters for which you will be billed includes consultations, correspondence, meetings, telephone calls, negotiations, legal research and analysis, document preparation and revision, travel away from the office on your behalf, and all other work related to the services that are to be performed for you.

COMMUNICATIONS: Copies will be sent to you of pertinent correspondence, documents, and other materials prepared or received by us in the course of representation. You are encouraged to contact us whenever you have any questions or comments regarding the services, fees or status of matters, or whenever any new facts or considerations come to your attention.

EXPENSES, COSTS AND DISBURSEMENTS: In an effort to serve you with the most effective support systems available, our firm will bill you for usage of computerized legal research, facsimile use, photocopier equipment use, and cellular telephone system use, as well as costs incurred on your behalf for postage, express mail service, messenger and delivery service, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, word processing and document preparation charges (at a rate of \$19 to \$26 per hour, based on level of experience), utilization of experts and other professional assistance, including expert witnesses, filing fees, court costs, transcript costs, and costs of depositions.

For expenses known or in advance of their occurrence, such as filing fees, experts, court costs, or transcript costs, payment may be requested in advance to pay those who are providing the service, or direct payment may be requested to those providing the service.

The billing of expenses, costs, and disbursements generally appears on your billing statement the month following the period the costs were actually incurred. It is possible that you will receive an interim statement or a final statement for legal fees one month and the following month receive a statement reflecting costs only. If

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course, as with your legal fees, please do not hesitate to contact me if you have a question about your account.

RETAINER: We require a retainer or advance of fees, expenses and costs in the amount of \$10,000¹ for the services to be provided in this engagement. We have the right to require a retainer or advance at a later time and to request additional advances from time to time based on our estimates of work to be performed for you. If you fail to pay promptly any invoice or additional advance requested, we have the right to cease performing further work and to withdraw from representation.

Any retainer or advance we receive from you will be deposited to our general trust account, and we will charge our fees, expenses and costs against the advance, crediting them on our billing statements. In the event our fees, expenses or costs exceed the advance deposited with us, we will bill you for the excess. Any unused portion of the advance will be refundable at the conclusion of representation.

Please recognize that a requested retainer or advance is not a quote of a flat fee for services. Although we may have discussed estimates for services, the discussion concerned an estimate only and does not constitute a quote of a flat fee for services to be rendered. No flat fee for services has been agreed to by the parties.

BILLING AND PAYMENT: Billing for legal fees, expenses and costs is invoiced twice a month and each invoice is payable on presentation. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due. A late payment charge of one percent (1%) per month will be added to the balance due on amounts that remain unpaid thirty (30) days or more.

CREDIT CARD PAYMENT: Any amount of fees, expenses or costs billed by the firm, or payable in representing you, may be paid by MasterCard, Visa, American Express, Discover, Diners Club, or Carte Blanche. Clients often find this method of payment convenient.

RESPONSIBILITY FOR PAYMENT: We will invoice the company and you at 1500 Brice Road, Columbus, Ohio 43068, unless advised in writing to the contrary. You will be liable for the entire balance of each invoice. We will look to you jointly and severally for payment of any and all balances. If these terms are not acceptable to you, please inform us at once and secure the service of other counsel.

TERMINATION: As the client, you have the right to terminate services at any time, subject to any court rules if we are involved in litigation.

¹ We have agreed that your retainer can be established and replenished in installments of \$5,000 to be paid as soon as possible.

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The firm reserves the right to withdraw from representation if, among other things, you fail to honor the terms of this engagement letter, including nonpayment of a requested retainer or any invoice, if you fail to cooperate or follow our advice on a material matter, if matters are misrepresented or material facts are not disclosed, if any fact or circumstance arises or is discovered that would, in our view, render our continuing representation unlawful or unethical, or if anything else occurs that, in the firm's judgment, impairs an effective attorney-client relationship.

If any conflict develops between the persons to whom this letter is addressed, which in our sole opinion jeopardizes our ability to avoid professional conflicts of interest or might jeopardize our ability to represent both or either of you, we reserve the right to immediately withdraw from representation.

You should be aware of an ethical requirement imposed upon all Ohio lawyers. If a client, in the course of representation by a lawyer, perpetrates a fraud upon any person or tribunal, the lawyer is obligated to call upon the client to rectify the same. If a client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or tribunal. If we are involved in litigation or matter before a government agency, as a client, if you testify either in court or by deposition, you must testify faithfully regarding the facts. Otherwise, we will be required to notify the court or tribunal of the discrepancy.

As the client, in order to enable us to effectively render the services described in this letter, you agree to disclose fully and accurately all facts and keep us apprised of all developments relating to the matter. You agree to cooperate fully with us and agree to be available to attend meetings, discovery proceedings and conferences, hearings and other proceedings, when requested or required.

In the event of negotiations or litigation, since the outcome of negotiations and litigation is subject to factors which cannot always be foreseen, it is understood that we have made no promises or guarantees to you concerning the outcome and cannot do so. Nothing in this letter shall be construed as a promise or guarantee of an outcome.

YEAR 2000 CONCERNS: Our services do not constitute or implicate any sort of financial or regulatory audit service, and do not involve giving any warranty, opinion, assurance, or other express or implied identification or confirmation of any particular level of Year 2000 compliance or preparedness, or what is necessary for such compliance or preparedness, regardless of how "compliance" or "preparedness" may be defined.

QUESTIONS ABOUT BILLING: It is our firm's goal to provide services to you on the most cost-efficient basis possible. Every effort will be made to keep time at a minimum and at the same time provide you with premium quality service. If at any time you wish to discuss billing policies or procedures on a specific billing statement,

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I encourage you to contact me. For disputes we cannot resolve, arbitration is available through the Columbus Bar Association.

GOVERNING LAW: This Agreement is governed by and subject to the laws of the State of Ohio, and shall be governed, construed or enforced by a relevant court or other authority vented and sitting in Franklin County, Ohio.

CONFLICTS: We have inquired through appropriate channels in an effort to determine whether this representation will create a conflict of interest within our firm. No information has been disclosed to us which indicates that any conflict of interest exists. If at any time during the course of our representation of you we learn of a conflict of interest, we will take immediate steps to inform you of this conflict and to meet with you in order to discuss and resolve it.

If you are in agreement with the terms of this letter, please sign on the signature lines below and return it to me in the enclosed envelope. Please understand that regardless of whether or not you sign this letter, the terms contained in it are the terms under which we are and will be representing you. Your silence and/or continued use or employment of our firm or the undersigned will be construed by us as your consent to the terms of this letter.

Sincerely,

BRUNNER & BRUNNER CO., L.P.A.



Rick L. Brunner

TARGET AMERICA

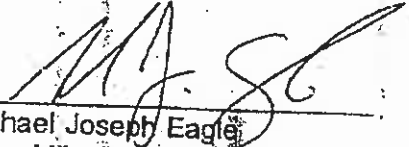
By: 

Michael J. Eagle, Manager
(Print Name and Title)

Date: 1/18/2000

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Michael Joseph Eagle
a.k.a. Mike Eagle

1/18/2000

Date

Encl.: SASE & Client's Copy

1517 Boren Ret. Ltr. 1/18/00

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BRUNNER
L. BRUNNER
L. JEFFRIES
L. KIRBY, JR.
P. PICCININI
DAVID R. FUNK
ALSO ADMITTED IN ILLINOIS

OF COUNSEL:
KAYE P. WILLI
RICHARD A. SLEE
ERIC L. WEEDEN

BRUNNER, KIRBY & JEFFRIES
CO., L.P.A.
A Legal Professional Association



645 EAST TOWN STREET
COLUMBUS, OH 43215-4801
TELEPHONE 614.241.5550
TOLL FREE 800.778.3158
FACSIMILE 614.241.5551
ELECTRONIC MAIL
BRUNNERLAW@AOL.COM
WEBSITE:
WWW.LAWYERS.COM/BRUNNERLAW

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June 30, 2000

Michael Eagle
1500 Brice Road
Columbus, OH 43068

Via Telefax 856-0335 and U.S. Mail

Michael Eagle
12600 Wheaton Avenue
Pickerington, OH 43147

Via U.S. Mail

Re: *Michael J. Eagle v. James Miles, et al.*
Franklin County Common Pleas Case No. 00GVH-01-550
and
Automotive Marketing Services, Inc. v. Michael J. Eagle, et al.
United States District Court for the District of North Carolina,
Charlotte Division, Case No. 3:00 CV 106

Dear Mr. Eagle:

The purpose of this correspondence is to warn and advise you of our intent to withdraw from the above-referenced matters of litigation for (i) your failure to communicate and keep appointments with us, (ii) failing to explain discrepancies in information conveyed to us, and (iii) your failure to honor your fee agreements with this firm.

On the afternoon of Saturday, June 17, 2000, Patrick Piccinni and I telephoned you on your cellular phone. You indicated at that time that you were in the middle of completing the sale of a motor vehicle and asked us to meet with you the following Tuesday evening when you returned to Columbus, Ohio. Both Mr. Piccinni and I believed that to be Tuesday, June 20, 2000. On Monday, June 19, 2000, I received a telephone call from a woman in your office who identified herself as your personal assistant and indicated that you would not be returning to Columbus until Tuesday, June 27, 2000. I corrected her and told her that had spoken to you over the weekend and you had told me that you would be back the next day, June 20, 2000. She insisted, however, that you were flying in to Chicago from the Carolinas and would not be returning until Tuesday, June 27, 2000.

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When I did not hear from you, I had my paralegal, Laura Rigg, Kolman, contact you and with my assistant, April Lantz, set up an office conference with you for Thursday, June 29, 2000 at 5:30 p.m. We did not hear from you, however, nor did you have the courtesy to contact us and reschedule the meeting or explain your failure to communicate.

It is unfortunate that you have placed us in this position and refuse to communicate with us. If you would communicate with me, it might be possible to work the other issues out, but I cannot do so when you continue to avoid talking to me about these circumstances.

If we have not had a telephone conversation and/or a meeting within three business days from the date of this correspondence, appropriate motions will be filed with all the courts to seek leave to withdraw as your representatives in connection with the matters of litigation in which we are currently counsel of record.

Very truly yours,



Rick L. Brunner

RLB/aml

1531/1691 Eagle Ltr 6/30/00

