

# Apex Law Service

**3609 Mary Ln.**

**Escondido, CA 92025**

**Telephone: (657) 234-2232**

**[www.ApexLawService.com](http://www.ApexLawService.com)**

## Attorney Client Retainer Agreement and Assignment

**1. IDENTIFICATION OF PARTIES.** This agreement, executed in duplicate with each party receiving an executed original, is made between, Apex Law Service and The Law Office of assigned counsel, hereafter referred to as "Attorney," and Client hereafter referred to as "Client and his contractors and associates." Fees paid to contractors and associates will be billed separately and paid separately to contractor and or associates. Document preparation and or other services may be billed and paid separately. Disclosures are that Apex Law Service, Law Office of Assigned Counsel and contractors and associates may or may not have had misdemeanors or a criminal record in their history either known or unknown to firm.

**2. LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Attorney to Client are as follows: Client is engaging the office to represent Client in connection with to handle all legal matters, such as contract negotiations and including any cases, letters or legal representation. RESPONSIBILITIES OF Office. Attorney will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Although Attorney expects that the undersigned attorney will be primarily responsible for Client's legal work, other lawyers and paralegals, contractors, associates, and or contracted assistants may participate in rendering services, as Attorney considers appropriate. Unless Attorney and Client make a different agreement in writing, this agreement will govern all future services office may perform for Client. Client is a person of sound mind and body gives attorney and attorneys' offices full powers with no exclusions of a general power of attorney with express authority to act on Client's behalf to be as the client including all

financial and real property matters. If client becomes infirm or unable to respond or is deemed unable to make decisions on client's own accord, attorney shall expressly be granted guardianship over client and client's matters and can be guardian ad litem and or trustee of any trust and or administrator.

**3. RESPONSIBILITIES OF CLIENT.** Client will be truthful and cooperative with Attorney; keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts; and timely make any payments required by this agreement. Client further agrees to pay Attorney's bills as provided below. If client does not appear in court when asked, the client will pay the attorney an additional \$350 per hour for the attorney's time. Apex Law Service charges 285.00 per hour for 4 Paralegals and bills separately from Attorney. Fees and contractor's rates may vary and may be paid separately.

**4. ATTORNEY'S FEES.** Client shall be charged at 40% of any and all settlements or awards on any judgements for any case. A partial retainer payment of initial document preparation and case file management shall be paid. This can be paid directly to the contractor. Payments of an agreed amount shall be due every month on the 15<sup>th</sup> of each month. A lien will be placed on all settlements or awards. All accrued billing will have a permanent first and priority lien position in the settler's trust, and the settlement of the lawsuits filed for the above client. The initial fee is a true retainer, and combination contingency fee and its payment by Client to CLIENT FEE AGREEMENT. Office notes that the Attorney will set time aside for this case. Client understands that the non-refundable retainer allows Attorney to limit the number of clients, giving more time for each client's case. Client understands and agrees that Attorney may deposit this retainer into Attorney's Client trust account, and that Attorney may use all of it. Fees are based primarily on the time spent by attorneys, contracted legal workers and staff, paralegals contracted, associates and other personnel on behalf of Client, including travel time, but may be increased in Attorney's reasonable discretion to reflect unusual difficulty or time demands, extraordinary results or other unusual factors that reasonably warrant an adjustment. Client agrees to pay office and or contractors and attorney at attorney's then current hourly rates. The fees are due upon receipt of the billing. Attorney's current hourly rates are set forth on the attached Rate Schedule. Further, the hourly rates for all Attorney's personnel working on Client's matters will be clearly indicated on Attorney's billing statements. Attorney may change the rates at which it provided services to Client under this Agreement. In that event, Client will receive written notice of the new Rate Schedule and its effective date.

## **5. COSTS AND OTHER CHARGES.**

**5.1 In General.** Client will pay all "costs" in connection with Attorney's representation of Client under this agreement. Client agrees to pay those costs and expenses in addition to the hourly fees. Costs and expenses commonly include, but are not limited to, court filing fees, court reporter's fees, deposition costs, expert fees and expenses, investigation costs, long distance telephone charges, messenger service fees, photocopying expenses, postage, word

processing charges, process server fees, and charges for online computer research. Some of the costs and expenses incurred by Attorney that are charged as disbursements are set forth in the Rate Schedule. All other costs or expenses charged are determined solely by the vendor of the services, and the rates charged by such vendors vary. Attorney may also forward to Client bill from third parties, and Client agrees promptly pay these bills directly. On matters requiring sizable disbursements, Attorney may ask Client to advance such disbursements, and Client agrees to do so promptly.

**5.2 Experts Consultants and Investigators.** In representing Client, it may become necessary for Attorney to retain expert witnesses, consultants or investigators. Client agrees to pay the fees and charges of such persons and may pay them directly this includes contractors to the attorney.

**6. DISCHARGE OR WITHDRAWAL OF ATTORNEY.** Client may Discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will remain obligated to pay Attorney all attorney's fees required under the terms of this agreement and to reimburse Attorney for any and all costs advanced. Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The client consents, (b) the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively, and (c) the client fails to pay attorney's fees or costs as required by his or her agreement with the attorney. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney a reasonable attorneys fee for all services provided, and to reimburse Attorney for any and all costs advanced, before the withdrawal. The attorney makes no representation as to outcome. The case may turn out unfavorably to client or the recovery may be unsatisfactory. Nevertheless, this does not relieve the client's obligation to pay for the services. If fees and costs are not paid within 30 days, attorney may charge a 10% late fee, after 60 days a 15% fee and after 60 days.

**7. DISCLAIMER OF GUARANTY.** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

**8. EFFECTIVE DATE OF AGREEMENT.** The effective date of this agreement will be the date when, having been executed by Client, one copy of the agreement is received by

Attorney and Attorney receives any payment of Attorney's fees required by Paragraph 5 of this agreement to be paid before the commencement of representation by Attorney.

**9. AWARD OF SANCTIONS AND/OR ATTORNEY'S FEES.** Any award of sanctions or attorney's fees by the court arising out of motions filed in Subject Matter litigation case (if any) shall retained by Attorney as fully earned Attorney fees and will not act as a set-off against any contingency and/or hourly fees earned by Attorney. If at the conclusion of the litigation, an award of prevailing party Attorney's Fees (pursuant to contract, statute, law and for any other legally obtainable enhancer and/or lodestar calculation or otherwise) is made in favor of client, then any such award in this case shall be retained by Attorney as fully earned Attorney fees and will not act as a set-off against any fixed-fees, and/or contingency earned by Attorneys. Any such award of sanctions and/or prevailing party Attorney fees shall be payable to Attorney for deposit into the Attorney General Account as fully earned Attorney fees.

**10. AWARD OF SANCTIONS AND/OR ATTORNEY'S FEES AGAINST CLIENT.** Client understands and agrees he/she may be required to pay fees and/or costs, prevailing party attorney fees and/or other fee or costs against Client by the court arising from or in connection with the Subject Matter are the Client's individual debt and the sole responsibility of Client and not the Attorney. Client authorizes Attorney to withdraw such sums from any deposits with Attorney for payment. Client understands and agrees to either pay such amount directly to whom it is owed or to immediately deposit such amount with Attorney within 3 days from the date of such order.

**11. ENTIRETY.** The foregoing and any addendum attached hereto is the full and complete agreement of the parties.

**12. Any breach of this agreement that results in litigation of any kind, for any reason that also includes non-payment of fees by the client, the non-breeching party shall be entitled to attorney's fees and costs of litigation.** THE PARTIES HAVE READ AND UNDERSTOOD THE FORGOING TERMS AND AGREE TO THEM AS OF THE DATE OFFICES FIRST PROVIDED SERVICES, CLIENT IS ADVISED TO AND WAS GIVEN AN OPPORTUNITY TO CONSULT WITH AN INDEPENDENT ATTORNEY AS TO THE TERMS OF THIS AGREEMENT, AND THEREFORE WAIVES ANY RIGHT TO CONSULT WITH AN ATTORNEY. If there is more than one client each agrees to be liable, jointly and severally, and for all obligations under this agreement. Client shall receive a fully executed Duplicate of this agreement.

**13. MEDIATION & ARBITRATION.** Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by private arbitration before a single arbitrator pursuant to the procedures set forth herein. In selecting a single arbitrator, in the event the parties are unable to reach a mutual decision on the arbitrator within a commercially reasonable time, the

Employee and the Company, through their attorneys, shall submit three names to Apex Law Service, who in turn, shall place the names on separate sheets of paper of equal dimension, fold and place in a container for selection. The parties agree to waive any and all claims or defenses related to the selection of the arbitrator. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration award shall be final, binding and non-appealable. The Parties agree to utilize the arbitration rules of the American Arbitration Association for all aspects of the private arbitration.

**Client** \_\_\_\_\_

**Assigned Counsel** \_\_\_\_\_

**Apex Law Service** \_\_\_\_\_

**Dated:** \_\_\_\_\_ 20\_\_\_\_

**COLLECTIONS:** Collections is a pure 50% commissions invoice added to the initial delinquent debt. This Law Clerk Contract is used to show what Apex Law Service CAN do for you if you want us to work for your Attorney. This 'COLLECTIONS' section is the entirety of our Collections Contract and signatures go below Section and above the initials area. The Law Clerk Contract above must be signed by all parties to be in effect. The rest of this section is for miscellaneous items and notes related to collections.

**OTHER:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Client Initial:** \_\_\_\_\_ **Apex Law Service Initial:** \_\_\_\_\_ **Assigned Counsel Initial:** \_\_\_\_\_

**Client Signature for Collections** \_\_\_\_\_