

Assigned Attorney: _____
Office Address: _____

Phone: _____ **Email:** _____

CONTRACT FOR LEGAL SERVICES

This Attorney-Client Fee Agreement (“Agreement”) is entered into by and between _____ (“Client”) and _____, Esq(s). (“Attorney(s)”)
Client hires the aforementioned attorney and any attorneys, law clerks, and paralegals now or in the future employed by attorney.

1. CONDITIONS: This Agreement will not take effect, and Attorney will have no obligation to provide legal services until Client returns a signed copy of this Agreement to Attorney along with an agreed upon retainer of \$3000.00. Retainer fee is not an estimate of costs to advance a case to trial. Depending on the amount of work required, additional retainer payments may be required during the course of a matter being dealt with by Counsel. A separate retainer of \$3,000.00 will be required if case proceeds to trial along with any and all other Attorney Fees Due at that time minus any and all unearned attorney fees still remaining from the initial retainer and/or retainer payments. This trial retainer fee is also not an estimate of costs to go all the way through trial but is simply the amount of retainer fee due at that time. Any delay may result in a complete forfeiture of your rights. Client understands that, unless otherwise agreed, no legal work will be performed by Attorney until the retainer fee is paid in full.

2. DEPOSIT: You agree to pay an initial deposit of \$1000, to be returned with this signed agreement. Regardless of whether an initial deposit is required and/or if your deposit is exhausted, we reserve the right to demand further deposits as we unilaterally deem needed and/or prior to or after actual expended costs. Once a litigation related date is set, including but not limited to arbitration, mediation and trial, at our sole discretion, we may require you to pay all sums then owing to us and, to deposit further funds including, but not limited to, the costs we estimate will be incurred in preparing for and completing the event, as well as the reporter, jury, arbitration or mediation fees likely to be assessed. Those sums may exceed the maximum deposit. If requested, you agree to pay all deposits or advances required under this agreement within 10 days of our demand. Any unused and unearned deposit at the conclusion of our services will be refunded.

3. LEGAL FEES, COSTS, AND BILLING PRACTICES: Client agrees to pay for legal services at the rate of **\$350.00 per hour for Attorney time**. Attorney charges in minimum minutes of .10 hours. **Associate attorneys are to be paid at a rate of \$300.00 per hour. Apex Law Service is to be paid at a rate of \$285.00 per hour.** Any such attorney’s charges for legal services shall be due and payable upon receipt by Client. The hourly rate includes time spent on the telephone, office conferences, writing and reviewing letters, travel time from the office and return, court appearances, legal research and preparation of court papers. Telephone or conference time with relatives, friends or other persons in the case is also billed in the same

manner. **Client understands that the Firm's minimum billing charge for any time spent by Attorney will have a minimum billing of .2 hours.**

Attorney will only be compensated for attorney fees related to legal services rendered in a CONTINGENCY MATTER if a recovery is obtained for you. If no recovery is obtained, then no attorney fees will be charged, and you will only be obligated to pay for costs, disbursements and expenses, as described herein. The attorney fees to be paid to us will be a percentage of the gross recovery, depending on the stage at which the settlement or judgment is reached (the term "gross recovery" means the total of all amounts received [compensatory, special, general, and punitive damages] by settlement, mediation, arbitration, judgment or otherwise). If part or all of the recovery is to be deferred, such as in the case of an annuity, structured settlement or periodic payments, attorney's fees may, at the election of the attorneys, be computed on the present lump-sum value or payment plus, the present value, as of the time of settlement, arbitration, mediation, judgment or other case resolution, of the payments to be received thereafter. The same interest rates used by client's attorneys or economist in making the settlement, judgment or award will be used. The rates set forth herein are not set by law but are negotiable between an attorney and client.

4. GENERAL PERSONAL INJURY MATTERS (ADULT CLIENTS): If settlement or judgment is reached before filing a lawsuit, then attorneys' fees shall be **33.33% of the gross recovery**. If the settlement or judgment is reached after filing a lawsuit and up to **thirty (30) days** before an arbitration or mediation date or, prior to the date of the first court hearing including but not limited to a Case Management Hearing, Status Conference, Evaluation Conference, Mandatory Settlement Conference, or Trial Setting Conference, whichever is earlier, then attorneys' fees shall be **35% of the gross recovery**. If settlement or judgment is reached after the times set forth above, then attorneys' fees shall be calculated at **40% of the gross recovery**.

5. COSTS, LITIGATION, EXPERT FEES, AND EXPENSES: Costs and expenses are defined and include, but are not limited to, the following: All costs, expenses, disbursements and litigation expenses associated with this matter, including court filing fees, service of process charges, photocopy services, notary fees, computer-assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying, facsimile charges, deposition costs, parking, mileage, investigation expenses, consultants' fees, expert witness related fees and expenses, trial preparation and related exhibit expenses, jury fees, reporter fees, actual trial related expenses and other similar items. All costs and expenses will be charged at our cost. You understand that as indicated herein, you may be required to make a deposit for costs (estimated or realized) before the expenditure is made by attorney. While as a professional courtesy, attorney may advance certain costs on your behalf, on our demand, you agree to pay for all actual and/or estimated costs, disbursements, and expenses. You authorize attorney to incur all reasonable above indicated costs at our sole good faith discretion. In the event that an award of costs is sought on your behalf in this action, you understand that the amount which the court may order as costs is the amount the court believes the party is entitled to recover, and does not necessarily determine or reflect what costs attorney is entitled to charge its clients or that only the costs which were allowed were reasonable. You agree that you remain responsible for the payment, in full, of all attorneys' fees and costs in connection with this matter

and subject to the terms and conditions therein.

6. SCOPE OF DUTIES: Client hires Attorney to provide legal services in connection with the trust administration and removal of the current trustee and any other related legal matters that client may further request of Attorney. Client understands that this contract applies to the aforementioned litigation, not to other cases or legal problems. Attorney shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, keep Attorney informed of developments, abide by this Agreement, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone, and whereabouts. Client specifically agrees to advise Attorney of any change of mailing address within seven (7) days.

7. RESULT: Client has been told, recognizes and understands that Attorney has made no guarantee promising the success or outcome of this case. Nothing in this Agreement and nothing in Attorney's statements will be construed as a promise or guarantee about the outcome of Client's matter. Attorney's comments about the potential outcome of Client's matter are expressions of opinion only.

8. COSTS AND EXPENSES: In addition to paying legal fees, Client shall pay Attorney in advance for all costs and expenses incurred or to be incurred by Attorney, including but not limited to, process server's fees, fees fixed by law or fixed by courts or other agencies, court reporter's fees, long distance telephone calls, messenger or other delivery fees, postage, in office printing, photocopying and facsimiles at .20 cents per page, travel and mileage expenses at the legal rate, investigation expenses, consultant's fees, expert witness fees, and other similar items. Client authorizes Attorney to incur reasonable costs and to hire investigator, consultants, or expert witnesses reasonably necessary in Attorney's judgment, provided that Attorney shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses. Client understands that Attorney will withdraw funds directly from the Attorney-Client Trust Account for all reasonable and necessary costs and expenses.

9. BILLING STATEMENTS: Upon your written request, we will send you billing statements for costs, disbursements, and expenses incurred in connection with this matter. Please note that if an outstanding billing statement is not paid when due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the **periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE)**. The unpaid balance will bear interest until paid.

10. APPROVAL NECESSARY FOR SETTLEMENT: We will not make any settlement or compromise of any nature of any claim without your prior approval. You agree that while this agreement is in force and effect, you waive any rights and authority to independently make any settlement or compromise of any nature without written approval by attorney. Should you independently settle or compromise your claim contrary to the terms of this agreement, out of the gross amount, we are entitled to receive directly from the payor, the full payment of fees, costs and expenses, as set forth more fully herein. As indicated herein, you also grant us a legal and equitable attorney lien relative to said payments and disbursements.

11. CONCLUSION OF SERVICES AND MAINTENANCE OF FILE: When our services are terminated or conclude for any reason whatsoever, all unpaid fees and charges will immediately become due and payable. You authorize us to use any funds held in our trust or general business accounts as a deposit against unpaid fees and costs and to apply it to such unpaid balances. After our services are concluded, we will, upon your written request, make your original file reasonably available to you, along with any remaining funds or property of yours in our possession. Absent your written request, attorney agrees to maintain the case file in this matter in copied or digital scanned format, for a period of up to five (5) years after it is concluded either by settlement, mediation, arbitration, trial, appeal or dismissal. All original documents and photographs will be destroyed after the initial copy or scanning process. After five (5) years, the above-described copy or scanned file will be discarded, destroyed and/or recycled without notification to the client. If attorney wishes to discard, destroy and/or recycle the file before the expiration of the five (5) year period, attorney shall provide reasonable written notice of not less than thirty days to the client, and afford client an opportunity to retrieve the copies or scanned file. Client may also wish to maintain the copied or scanned file after the five (5) year period, and if so, client must notify attorney in writing of such intention, prior to the expiration of the five (5) year period.

12. LIEN: You hereby grant us an express and implied legal and equitable lien for any monies owed to attorney, under the terms of this agreement and, on any and all claims or causes of action that are the subject of our representation under this agreement. Our lien will be for any sums owed to us for any unpaid balances including but not limited to those related to costs, attorneys' fees (contingency or otherwise), and expenses. The lien will attach to your right to receive monies relative to the litigation and/or conclusion of this matter including but not limited to any monies you may be entitled to from arbitration awards, judgments, settlements, or otherwise. Said lien allows for our name to be included on all disbursements. A lien acts as security for payment due to attorney by client. This lien could delay payments to client until any disputes over the amount to be paid to Attorney are resolved. As indicated herein, client hereby grants Attorney a lien for any sums due and owing to attorney for fees and costs at the conclusion of Attorney's services. The lien will attach to any and all real or personal property of client's, including any recovery client may obtain, whether by arbitration award, judgment, settlement or otherwise, in this matter. Client may seek the advice of an independent lawyer of the client's choice about this lien and this matter. By signing this agreement, client acknowledges that he/she/it has been so advised and given a reasonable opportunity to seek that advice. In the event of the termination of our professional relationship for any reason including but not limited to discharge, withdrawal, or a breach of this agreement, you agree that this firm has an express and implied legal and equitable lien relative to any sums you may be entitled to relative to this matter and, at our option, we shall be entitled to be immediately paid directly from the payor, without notice to you, which may include but is not limited to insurance companies, opposing parties, subsequent counsel, or you, our lien for any sums owing to us for any unpaid balances including but not limited to those related to costs, attorneys' fees, and expenses. Such fee shall be determined by the intent, terms, and conditions of this agreement and by considering the following factors: (1) the actual number of hours expended by us in performing legal services for you; (2) our hourly rate of \$350.00; (3) the extent to which our services have contributed to the result obtained; (4) the amount of the fee in proportion to the value of the services performed; (5) the amount of recovery obtained; (6) time limitations imposed on us by you or by the

circumstances; and (7) the experience, reputation, and ability of our attorneys and staff performing the services. Please note that should it be necessary to institute legal proceedings against you for the collection of all or any part of our lien including said costs, attorneys' fees, expenses and advances, you agree to pay all costs of collection and suit, interest at the legal rate on all outstanding balances, and reasonable attorneys' fees related thereto. You also agree that the exclusive jurisdiction and venue for all legal proceedings shall be the County of San Diego, State of California.

13. MEDIATION AND ARBITRATION AGREEMENT REGARDING DISPUTES: Any dispute between us arising out of or connected to our representation of you, including but not limited to all tort or contract causes of action, as well as claims based on claimed breach of contract, unjust enrichment, legal malpractice, breach of fiduciary duty, constructive fraud, negligent misrepresentation and fraud, shall be submitted to binding arbitration at Judicate West Arbitration and Mediation Service, in San Diego County, California before a single neutral arbitrator who will apply applicable Judicate West arbitration rules. By so agreeing, you are waiving your right to submit any dispute or any cause of action you may have against us to a jury or court trial. Notwithstanding the binding arbitration agreement set forth in paragraph (a) above, in the event of a fee dispute between us, you are entitled to participate in fee arbitration through the San Diego County Bar Association, pursuant to Business & Professions Code section 6200-6206. In the event you elect not to participate in fee arbitration pursuant to the Business & Professions Code, we will resolve the fee dispute pursuant to the binding arbitration agreement set forth in paragraph (a) above. If you do elect to participate in such a fee arbitration but reject an award issued therein by, among other things, requesting a trial de novo, the trial de novo will consist of a binding arbitration conducted pursuant to the agreement set forth in paragraph (a) above. If you waive fee arbitration through the San Diego County Bar Association or request a trial de novo following such a fee arbitration, you are waiving your right to submit the fee dispute to a jury or court trial. We advise you that you have the right to review this arbitration provision with independent counsel of your choosing. Notice: By executing this retainer agreement, you are agreeing to arbitration as set forth above, and are giving up your right to a jury trial or court trial as to all claims covered by that arbitration agreement; and also acknowledging that you have been advised to and have had the opportunity to consult with independent counsel concerning this arbitration agreement.

14. Discharge and Withdrawal: Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical. Attorney will seek withdrawal if Client wants to do or suggests a criminal or illegal act, Attorney discovers Client has used his services to perform an illegal act, Client insists Attorney do something that is unethical or unwise, if Attorney and Client do not get along to the point that they mistrust each other, Client does not respond to Attorney, Client intentionally refuses to pay Attorney fees and expenses, Client refuses to accept a reasonable offer of settlement, or Client does not follow Attorney's advice. Such withdrawal will have no effect on those fees and expenses already due and owing at the time of withdrawal.

15. CONCLUSION OF SERVICES AND MAINTENANCE OF FILE: When our services

are terminated or conclude for any reason whatsoever, all unpaid fees and charges will immediately become due and payable. You authorize us to use any funds held in our trust or general business accounts as a deposit against unpaid fees and costs and to apply it to such unpaid balances. After our services are concluded, we will, upon your written request, make your original file reasonably available to you, along with any remaining funds or property of yours in our possession. Absent your written request, attorney agrees to maintain the case file in this matter in copied or digital scanned format, for a period of up to five (5) years after it is concluded either by settlement, mediation, arbitration, trial, appeal or dismissal. All original documents and photographs will be destroyed after the initial copy or scanning process. After five (5) years, the above-described copy or scanned file will be discarded, destroyed and/or recycled without notification to the client. If attorney wishes to discard, destroy and/or recycle the file before the expiration of the five (5) year period, attorney shall provide reasonable written notice of not less than thirty days to the client, and afford client an opportunity to retrieve the copies or scanned file. Client may also wish to maintain the copied or scanned file after the five (5) year period, and if so, client must notify attorney in writing of such intention, prior to the expiration of the five (5) year period.

16. EFFECTIVE DATE: This Agreement will take effect when Client has performed the conditions stated in paragraph one, but its effective date will be retroactive to the date Attorney first provided services. The date, if any, at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay attorney the reasonable value of any services Attorney may have performed for Client.

17. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE: Pursuant to California Rule of Professional Conduct 3-410, we are informing you in writing that we do not have professional liability insurance.

18. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY: If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

19. INDEPENDENT ATTORNEY REVIEW: You have the right to have an independent attorney review this agreement before you sign it. By executing this agreement, you acknowledge and agree that you have been given a reasonable opportunity to have an independent attorney review this document and have executed this document only after having done so, or, only after reviewing this agreement carefully and then intentionally waiving your right to do so.

20. BASIC DESCRIPTION OF MATTER BEING HANDLED BY ATTORNEY AND NOTES ON ANY CONTINGENCY MATTER ISSUES: _____

21. SIGNATURE: Client swears and affirms that she has read and understands this Contract and has been provided a copy of this Contract.

Client: _____
Signature: _____ Date: _____
Address: _____
Cell Phone: _____ Work Phone: _____
Email: _____ Fax: _____

THE LAW OFFICES OF _____
Attorney: _____ Date: _____
State Bar No.: _____