

SAMPLE ATTORNEY FEE AGREEMENT

(Limited Representation)

Note: The following Attorney Fee Agreement form is a sample only and provides for document preparation in California civil cases plus 2 hours of attorney time for consultation with client, document review, and legal research if necessary for a flat fee of \$1,000.

KINSEY LAW OFFICES

Eugene E. Kinsey
Attorney at Law

323 Main St., Second Floor
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Phone: (562) 596-8177 Fax: (562) 596-0298

E-Mail: Kinseye@ix.netcom.com

Instructions: Complete this Agreement and either scan and e-mail to kinseye@ix.netcom.com or fax to (562 596-0298). The Agreement is effective when signed by Attorneys and Client's payment has been received.

AGREEMENT FOR ATTORNEY SERVICES

(Limited Scope Representation – Attorney Assisted Legal Services)

_____ [Client Name(s)], hereinafter collectively referred to as "CLIENT," agrees jointly and severally to pay KINSEY LAW OFFICES, hereinafter referred to as "ATTORNEYS," the sum of One Thousand Dollars (\$1,000) for the services described below.

Client Information:

| Client #1 | Client #2 |
|---|--|
| Note: If Attorneys represent more than one client, each must date and sign the waiver of potential conflicts of interest contained in paragraph 9 of this Agreement. | |
| Name: _____ Address: _____ _____ _____ _____ Zip: _____ | Name: _____ Address: _____ _____ _____ _____ Zip: _____ |
| Phones: Bus: (____) _____ Cell: (____) _____ Hm: (____) _____ Fax: (____) _____ | Phones: Bus: (____) _____ Cell: (____) _____ Hm: (____) _____ Fax: (____) _____ |
| E-Mail: _____ | E-Mail: _____ |

Recitals

A. Client is requesting consulting and document preparation services from Attorneys in connection with the following matter:

| | |
|--|--|
| ____ Representation Of Plaintiff(s) ("Plaintiff" is the party first filing the lawsuit) | Describe: _____ _____ |
| ____ Representation Of Defendant(s) ("Defendant" is the party answering a lawsuit) | Case Title: _____ Case #: _____ Court: _____ |
| ____ Other | Describe: _____ _____ |

B. Client desires to retain Attorney to prepare the documents specified below and to provide Client with two (2) hours of attorney legal research and consultation time Client regarding legal issues in Client's case and procedures to file and serve those documents **but not to appear in court in client's case as attorney for Client.**

C. Client desires to take responsibility for representation in the case and all necessary court appearances in connection with all issues not undertaken by the terms of this Agreement by Attorneys.

Agreement

1. CLIENT RESPONSIBILITIES AND CONTROL: Client intends to retain control over all aspects of the case except those specifically assigned to Attorney by the express written terms of this Agreement and understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. Client agrees to:

- a. Cooperate with Attorneys by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- b. Keep Attorneys advised of Client's concerns and any information that is pertinent to Client's case;
- c. Provide Attorneys with copies of all pleadings and correspondence to and from Client regarding the case;
- d. Immediately provide Attorneys with any new pleadings or motions received from the other party; and
- e. Keep all documents related to the case in a file for review for Attorneys.

2. LIMITED SCOPE OF SERVICES TO BE PERFORMED BY ATTORNEYS: Client seeks the services from Attorneys as set for the in the "Tasks and Issues To Be Apportioned" checklist attached as Exhibit A to this agreement. Client and attorneys shall designate the services to be rendered by Attorney by writing the word "Attorney" in the "Attorneys Shall Do" column next to the services they agree Attorneys will do, and shall designate the services Client shall undertake himself/herself by writing the word "Client" under the "Client to Do" column next to those services. If a service is to be rendered by another attorney or some other third person, the words "Other" or other similar designation shall be written in the blank opposite the service.

3. MODIFICATION OF SCOPE MUST BE IN WRITING: Client may request that Attorneys

provide additional services. If Attorney agrees to provide additional services, those additional services must be specifically listed in an amendment to this agreement and initialed and dated by both parties. The date that both Attorneys and Client initial any such list of additional services to be provided will be the date on which Attorneys becomes responsible for providing those additional services. If Client decides to retain Attorneys as Client's attorney of record for handling the entire case on Client's behalf, Client and Attorneys will enter into a new written agreement setting forth that fact as well as Attorneys' additional responsibilities in Client's case.

4. CLIENT'S RIGHT TO SEEK ADVICE OF OTHER COUNSEL: Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in Exhibit A and successor exhibits detailing the scope of representation that are identified with the word "Client" at any time during or following this Limited Representation Agreement.

5. CLIENT TO REPRESENT HIMSELF/HERSELF IN COURT: It is the intention of Attorneys and Client that Attorney shall only perform those services specifically requested of Attorneys. Client understands and agrees that Client will act as his/her attorney of record, will make all court appearances himself/herself, and that Attorneys will not act as Client's attorney of record and will make no Court appearances on behalf of Client.

6. NONREFUNDABLE FLAT FEE FOR LIMITED SCOPE LEGAL SERVICES: (\$1,000.00) Immediately upon execution of this Agreement, Client shall pay to Attorneys the sum of One Thousand Dollars (\$1,000.00) for preparation of the documents described in Exhibit A plus two (2) hours of document review and attorney legal research and consultation time Client regarding legal issues in Client's case and procedures to file and serve those documents. . This sum is a FEE FOR ACCEPTANCE OF THE CASE, CREATION OF A NEW FILE, IS **NOT REFUNDABLE**, AND SHALL NOT BE APPLIED TO ANY HOURLY FEE. Should Client choose not to use the flat fee limited scope services described in Exhibit A, he/she shall not be entitled to a refund of any part of the flat fee.

7. OPTIONAL FEE FOR ATTORNEY TIME OVER TWO HOURS: (\$300.00) The flat fee described above includes preparation of the documents described in Exhibit A plus two (2) hours of document review and attorney consultation time Client regarding legal issues in Client's case and procedures to file and serve those documents. Without a specific written agreement, Attorneys have no obligation to provide any services other than those described herein and Client has no obligation to pay no more than the flat fee described in Paragraph 6 unless the parties sign a separate written agreement providing for additional services. However, should Client desire more than two (2) hours of consultation time, the parties will execute a separate written agreement providing for payment to Attorneys at a rate of Three Hundred Dollars (\$300.00) per hour.

8. CREDIT CARD AUTHORIZATION (OPTIONAL): At Client's option, payment of fees may be made by credit card. (Visa, MasterCard, American Express, Discover) By entering the information below, Client authorizes Attorneys to debit the credit card described below for all services rendered to Client.

| Client #1 | Client #2 |
|--------------------------------|--------------------------------|
| Card (Visa, Amex, Etc.): _____ | Card (Visa, Amex, Etc.): _____ |
| Holder (Name on Card): _____ | Holder (Name on Card): _____ |
| Number: _____ | Number: _____ |
| Expiration Date: _____ | Expiration Date: _____ |
| Pin (back of card): _____ | Pin (back of card): _____ |
| Billing Address: _____ | Billing Address: _____ |
| _____ | _____ |
| _____ | _____ |

9. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST – CONSENT TO JOINT REPRESENTATION (In Cases Involving Multiple Clients Only): Clients desire that Attorneys jointly represent both clients. Joint representation may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues related to the Case are, or may become, inconsistent with the interests and objectives of the other. Attorneys' representation of multiple interests has significant implications which both parties should consider. For example, rather than vigorously asserting a single client's interest on an issue, there likely will be a balancing of interests between the parties. Terms that are advantageous to one party are typically disadvantageous to the other party. Further, in the event of a dispute between the parties, Attorneys may be precluded from representing either party without first obtaining the informed written consent of all concerned.

Rule 3-310 of the California Rules of Professional Conduct provides that Attorneys may not jointly represent clients with actual or potential conflicts of interests unless they first waive such conflicts in writing. Clients acknowledge that they have been advised of the Rule and of the potential conflicts associated with their

respective interests and that they nevertheless desire Attorneys to jointly represent them in connection with the matters described above.

Each party remains completely free to seek other counsel at any time even if he/she signs the consent set forth below. Should either party have any questions concerning this disclosure or the consent below they are urged to discuss them with their own counsel before signing the consent and waiver.

WAIVER OF CONFLICTS OF INTEREST AND CONSENT TO JOINT REPRESENTATION: Each party understands that there exist potential conflicting interests in the above-described matter and Attorneys have informed both parties of the possible consequences of these conflicts. Both parties also understand that they have the right to and have been encouraged to consult independent counsel before signing this consent.

Each of the undersigned nevertheless desires representation by Attorney to the extent described above and, therefore, consents and gives approval to such representation.

Date: _____ Client #1: _____

Date: _____ Client #2: _____

10. DISCLAIMER OF GUARANTEE: Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

11. ARBITRATION: Any dispute between the parties as to attorney fees and/or costs charged under this Contract shall be resolved as follows: If a fees and/or costs dispute arises, Attorney will provide Client with written notice of Client's right to arbitrate under the California State Bar Act (Bus.&Prof.C. §6200 et seq.). Client and Attorney may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved by another form of binding arbitration. Any other dispute arising under this Contract or in connection with the provision of legal services by Attorney, including, without limitation, any claim for breach of contract, professional negligence or breach of fiduciary duty, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

12. EFFECTIVE DATE: This agreement will not take effect and Attorneys shall have no obligation to provide legal services until Client both 1) returns to Attorneys a signed copy of this agreement and, 2) makes the entire advance payment specified in Paragraph 6 herein.

BY SIGNING THIS CONTRACT IN THE SPACE PROVIDED BELOW, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT TO ARBITRATE RESULTS IN WAIVER OF CLIENT'S RIGHT TO A COURT OR JURY TRIAL FOR ANY FEE DISPUTE OR MALPRACTICE CLAIM. THIS ALSO MEANS THAT CLIENT IS GIVING UP CLIENT'S RIGHT TO DISCOVERY AND APPEAL. IF CLIENT LATER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO DO SO, CLIENT MAY BE REQUIRED TO ARBITRATE PURSUANT TO THE PROVISIONS OF THE LAW. CLIENT ACKNOWLEDGES THAT BEFORE SIGNING THIS CONTRACT AND AGREEING TO BINDING ARBITRATION CLIENT IS ENTITLED, AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY, TO SEEK THE ADVICE OF INDEPENDENT COUNSEL.

13. ACKNOWLEDGMENT: Client acknowledges that he/she has carefully read this agreement and understands all of its provisions. Client signifies his/her agreement with the following statements by **initialing each one:**

Initial Each Item:

_____ Client understands and accepts the limitations on the scope of Attorneys' responsibilities identified in Exhibit A to this agreement and understands that Attorney will not be responsible for Client's conduct in handling his/her] own case.

_____ Client will pay Attorneys for services in the manner described in this Agreement.

_____ Client understands and agrees that he/she has agreed to pay a minimum nonrefundable fee to

attorney of Six Hundred Dollars (\$600), all of which is earned upon receipt by Attorney.

____ Client understands and agrees that any disputes between Client and Attorney will be resolved in arbitration and not by court action.

____ Client understands and agrees that any amendments to this agreement must be in writing.

____ Client acknowledges that he/she has been advised by Attorney that he/she has the right to consult with another independent attorney to review this agreement and to advise Client on his/her rights as a client before signing this agreement.

EXECUTED at Seal Beach, California.

CLIENT(S):

ATTORNEYS:

Date: _____
CLIENT #1

Date: _____
KINSEY LAW OFFICES

Date: _____
CLIENT #2

EXHIBIT A TO LIMITED SCOPE AGREEMENT

TASKS AND ISSUES TO BE APPORTIONED

Instructions: Client and attorneys shall designate the services to be rendered by Attorneys by writing the word "Attorneys" in the "Attorney Shall Do" column next to the services they agree Attorneys will do, and shall designate the services Client shall undertake by writing the word "Client" under the "Client to Do" column next to those services. If a service is to be rendered by another attorney or some other third person, the words "Other Attorney" or other similar designation shall be written in the blank opposite the service.

| Task | Attorney To Do | Client To Do | Third Party To Do |
|---|---|--------------|-------------------|
| Consultation With Client | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Draft papers to start lawsuit | Attorney | | |
| Draft answer to lawsuit | Attorney | | |
| Consultation Regarding Filing And Service | Attorney | | |
| File and serve papers | | Client | and/or others |
| Draft Motions | | Client | and/or others |
| Response To Motions | | Client | and/or others |
| Draft affidavits and declarations Re Motions | | Client | and/or others |
| Legal Research and Analysis | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Procedural Advice | Attorney | | |
| Investigate Facts | | Client | and/or others |
| Obtain Documents | | Client | and/or others |
| Draft correspondence | | Client | and/or others |
| Review correspondence and pleadings | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Consult With Client Re Correspondence & Pleadings | Attorney (Document Review + Research + Consultation limit 2 hours) | | |
| Appear in Court | | Client | |
| Take depositions | | Client | and/or others |
| Prepare subpoenas for documents | | Client | and/or others |
| Contact witnesses | | Client | |
| Draft or analyze settlement proposals | | Client | |
| Contact expert witnesses | | Client | |
| Trial negotiation and preparation | | Client | and/or others |
| Draft orders | | Client | and/or others |
| Prepare Request To Enter Default | Attorney | | |
| Appear at Trial | | Client | |
| Prepare Default Judgment Papers | Attorney | | |
| Advice regarding appeal | | | Others |
| Enforce orders | | Client | and/or others |